

BY-LAWS
OF
GARLAND CONDOMINIUM ASSN., INC.
A Corporation Not-for-Profit Under
the Laws of the State of Florida

ARTICLE 1. GENERAL PROVISIONS.

1.1 IDENTITY-PURPOSE. These are the By-Laws of that certain Condominium Association, a Florida corporation not-for-profit (Association), whose name appears in the title of this Document. This Association has been organized for the purpose of administering the affairs of the Condominium established pursuant to the Declaration thereof.

1.2 BY-LAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these By-Laws are applicable to said Condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association and the Declaration of Condominium, which will be recorded in the Public Records of Alachua County, Florida, at the time said property is submitted to Condominium ownership.

1.3 APPLICABILITY. All Unit owners, tenants and occupants, their agents, servants, invitees, licensees and employees who use the Condominium Property, or any part thereof are subject to these By-Laws.

1.4 OFFICE. The office of the Association shall be at the Condominium Property or such other place designated by the Board of Directors of the Association.

1.5 SEAL. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not-for-Profit", and the year of incorporation.

1.6 DEFINITIONS. All definitions set forth in the Declaration are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 QUALIFICATION OF MEMBERS, INC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles of Incorporation (Articles), and in these By-Laws.

2.2 QUORUM. Persons having one-half (1/2) of the total votes of the Association, as the same is constituted from time to time, shall constitute a quorum.

2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. the vote of the owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer,

INSTRUMENT # 2148789
41 PGS

filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed the vote of such owners shall not be considered in determining a quorum or for any other purpose.

2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, and any lawfully adjourned meetings thereof, and must be filed with the Secretary before the appointed time of the meeting. Where a Unit is owned by more than one person or a corporation or other entity the proxy must be signed by the "voting member".

2.5 VOTING. In any meeting, each Unit Owner, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one vote for each Unit owned.

2.6 MAJORITY. Except where otherwise required by the provisions of the Condominium Documents, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members. Where a greater percentage is required then that percentage shall be required to bind the members.

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP; PROVISIO.

3.1 ANNUAL MEETING. the annual members' meeting shall be held at least once each calendar year at the office of the Association, Gainesville, Florida, at the time designated on the notice thereof, for the purpose of electing directors and officers and transacting any other business authorized to be transacted by members.

3.2 SPECIAL MEETING. Special meetings shall be held when called by the President or Vice-President or by a majority of the Board of Directors. Special meetings must be called by such officers upon receipt of a written request from members of the Association having a majority of the votes in the Association, special meetings concerning the recall of a member or members of the Board of Directors or concerning an annual assessment which exceeds 115 percent of the assessments for the preceding year must be called by such officers upon written application of 10 percent of the unit owners.

3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings, regular or special, shall be given by the President, Vice-President, or Secretary of the Association, to each member, unless such notice is waived in writing. Such notice shall be written and shall state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. Proof of such mailing shall be the Post Office certificate of mailing. Notice shall also be conspicuously posted on the condominium property and shall also include an agenda.

3.4 NOTICE TO OTHERS. The Developer shall be entitled to notice of all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on their behalf.

3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by provisions of F.S. 718.112.

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

3.7 CONSENT. Whenever the vote of members at a meeting is required or permitted by these By-Laws, such meeting and vote may be dispensed with if the holders of 50% of the votes which could have been cast if such meeting were held, shall consent in writing to such action being taken, except as to certain matters which must be decided at a duly noticed meeting of the Unit Owners as provided in Section 718.112 (2)(d)4., FS.

3.8 CHAIRMAN. At meetings of membership, the President shall preside, or in the absence of the President, the Board of Directors shall select a chairman.

3.9 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meeting shall be:

- a. Collection of election ballots
- b. Calling of the role and certifying of proxies;
- c. Proof of notice of meeting or waiver of notice;
- d. Reading of minutes;
- e. Reports of Officers;
- f. Reports of Committees;
- g. Appointment by Chairman of Inspectors of Election;
- h. Election of Directors; Subject, however, to all provisions of these By-Laws, the Articles of Incorporation and the Declaration;
- i. Unfinished business;
- j. New business;
- k. Adjournment.

ARTICLE 4. BOARD OF DIRECTORS.

4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of initially three persons and thereafter governed by the provisions of Paragraph 4.3 hereof.

4.2 FIRST BOARD. The first Board shall consist of three persons, none of whom need be members of the Association. The first Board shall consist of persons designated by the Developer and they shall serve until their successors are elected pursuant to F.S. 718.301 and the provisions of this instrument. Until such time as the members of the Association shall be entitled to elect all of the Directors, the Developer shall have the absolute right, at any time, in its sole discretion, to remove any non-association elected member or members of the Board and replace any such person or persons with another person or other persons to serve on said Board. Notice of such action shall be given to the Association. The first Board of Directors of the Association shall consist of the following persons:

GARLAND PLA and AMY HOWARD and CARL L. JOHNSON

When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

4.3 ELECTION OF DIRECTORS. The election of Directors, other than the first Board, after there are no longer any developer elected representatives on the Board, shall be conducted in accordance with Florida Statutes in the following manner:

a. The Board of Directors shall be composed of three (3) directors.

b. Except as to vacancies created by removal of directors by members, vacancies on the Board occurring between annual meetings of members shall be filled by the remaining directors.

4.4 ORGANIZATIONAL MEETING. The organizational meeting of newly-elected Board shall be held at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected and proper statutory notice of the organizational meeting shall be necessary.

4.5 REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived. Meetings shall be open to all unit owners. Meetings shall be held at a location convenient to the Unit Owners.

4.6 SPECIAL MEETINGS. Special meetings of the Board may be called by the Chairman or President. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

4.7 WAIVER. Any Director may waive notice of a meeting before or after a meeting and such Waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.8 NOTICE. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least 48 hours in advance, except in emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain the statement that assessments will be considered and the nature of any such assessments and shall be posted conspicuously on the condominium property not less than 14 days prior to the meeting. The Developer shall

be entitled to notice of all Board of Directors' meetings, shall be entitled to attend the Board meeting, and may designate such persons as it desires to attend such meetings on their behalf. Unit owners must be given at least 14 days notice of all budget meetings and meetings at which non-emergency special assessments or amendments to rules regarding unit use will be considered.

4.9 QUORUM. A quorum at the Director's meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approval by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-Laws or the Declaration. If any Directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (whenever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws, or the Declaration) the Directors who are present may adjourn the meeting, from time to time, until a quorum or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted, but any rescheduled meeting shall be properly noticed.

4.10 PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the Chairman. In the absence of the presiding officer, the Directors present shall designate one of their number to preside. The Chairman of the Board shall be elected at the Board's organizational meeting and shall serve for one year.

4.11 RESIGNATION. A Director may resign by giving written notice thereof to the Chairman. A Director may be recalled and removed from office pursuant to Section 718.112 (2)(j) F.S.

4.12 POWERS AND DUTIES. All of the powers and duties of the Association may be exercised by the Board in the Board's sole discretion provided, however, that in case of any action by the Board (after the First Board), which would have a substantial and material effect (for example, cancellation of Management Agreements) on the Unit Owners, the same shall require majority approval of the Unit Owners. Such powers shall include without limiting the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members' Units to defray the costs of the Condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association. To collect and make payments pursuant to agreements entered into by the Association.

b. To adopt the budget of the Association upon majority vote of the directors, provided, however, that the adoption of the budget at a Special Meeting, called pursuant to such statute, by the Unit Owners, if required, shall only require a simple majority vote. It is understood, however, that the failure of the Board or Unit Owners to adopt a budget shall not impair or affect the Unit Owners' obligations to pay their share of obligations of the Association or themselves.

c. The maintenance, repair, replacement, operation, improvement, and management of the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members.

d. The reconstruction of improvements after casualty and the further improvement of the property, real and personal.

e. To make and amend rules and regulations governing the use of the property, real and personal, in the Condominium, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations

which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.

f. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal including Units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

g. To enter into and ratify a Lease Agreement to provide recreation areas and facilities for the use and enjoyment of some or all of the members of the Association who elect to be bound by the same.

h. To contract for the management of the Condominium property, said agreement not to exceed three years and to provide for termination by either party, without cause and without any fee, on thirty day notice or less and to delegate to such contractor such powers and duties of the Association as the Directors deem fit. To lease or concession such portions thereof and to ratify and confirm any existing leases of any part of the Condominium Property.

i. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Condominium Property.

j. To pay all taxes and assessments of any type which are liens against any part of the Condominium Property, other than Units, and the appurtenances thereto and assess the same against the members and their respective Units.

k. To carry insurance for the protection of the members and the Association against casualty and liability as required by the Declaration.

l. To pay all costs of power, water, sewer and other utility services rendered to the Condominium which is not the specific responsibility of the owners of the separate Units.

m. To employ personnel, for reasonable comparison, to perform the services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.

n. To enter any Unit during reasonable hours as may be necessary in accordance with the provisions of F.S. 718.111(5).

4.13 MANAGEMENT AGREEMENT. The foregoing powers may, in addition to others, be delegated to a Management Firm, provided, however, that said delegation in no way relieves the Association's officers and directors of the fiduciary obligations owed by them to Unit Owners under F.S. 718.111(1).

4.14 AUTHORITY OF FIRST BOARD. The undertakings and contracts authorized by the First Board including the first budget shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by a Board duly elected by the membership.

4.15 REMOVAL OF DIRECTORS. Directors may be removed from office pursuant to the provisions of Section 718.112 of Florida Statutes.

4.16 PROVISIO. Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify, or abridge the rights, privileges and immunities of the Developer as set forth in the Declaration, the Articles, and these By-Laws, without the consent of those affected.

4.17 The Board is authorized to appoint executive committee or other committees as authorized by Florida law to exercise the authority of the Board.

4.18 Meetings of the Board may be held by means of a conference telephone or similar communications equipment in which all persons participating at the meeting can hear each other at the same time.

4.19 The Board is authorized to publish and distribute a list of the names of all owners and tenants, of their addresses and phone numbers, and their unit number.

ARTICLE 5. OFFICERS.

5.1 **GENERALLY.** The officers of the Association shall be a President, one or more Vice-Presidents, a Treasurer, a Secretary and, if desired, one or more Assistant Secretaries, all of whom shall be elected by the Board of Directors. They may be removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

5.3 **VICE PRESIDENT.** The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or President.

5.4 **SECRETARY.** The Secretary shall keep the minutes of all proceedings of the Directors and the members, attend to the giving and serving of all notices to the members and directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the non-financial records of the Association, and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the Directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.

5.5 **TREASURER.** The Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.

5.6 **FIRST OFFICERS.** The first officers of the Association who shall serve until election of their successors, shall be those persons so named in the Articles.

ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS.

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 **MANNER AND NOTIFICATION.** The Board of Directors shall, as required by F.S. 718, fix and determine the sums necessary to pay all the Common Expenses of the Condominium, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these By-Laws. All payments required by the aforementioned instruments, except as specified to the contrary therein, are Common Expenses of this Condominium. The same shall be assessed against the Unit Owners as

provided in the Declaration and all the Exhibits attached thereto. Assessments for the first year (or pro rata portion thereof) of the operation of the Condominium Property shall be as set forth in a projected budget established by the Developer, subject, however, to the right to modify the same to adequately provide for the payment of such sums necessary to discharge the obligations of the Condominium.

6.2 PROPOSED BUDGET. A copy of the proposed annual budget shall be mailed to Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting. The proposed budget of common expenses shall, to the extent possible in a reasonable business context, be detailed and show the amount budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in F.S. 718.504(21).

6.3 DEPOSITORY; WITHDRAWALS. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Should the Association employ a Management Firm or Managing Agent, and should in the course of such employment said Management Firm or Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Management Firm or Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the terms of any such agreement. The provisions of the preceding sentence shall, where applicable, apply to the provisions of Paragraphs 6.2 and 6.4 hereof.

6.4 RECORDS. The Association shall maintain those records and make them available as required by F.S. 718.111(12).

6.5 FIDELITY BONDS. Adequate insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the term Apersons who control or disburse funds of the association@ includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the association. The association shall bear the cost of bonding.

6.6 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United State of America, at such time as the Board deems advisable.

6.7 PAYMENTS OF ASSESSMENTS. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentage provided in the Declaration. Said assessments shall be payable monthly, in advance, without notice, and shall be due on the first day of each month. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. Failure to pay an assessment within ten (10) days from the date due, shall entitle the Association to levy a late charge against the defaulting Unit Owner of the greater of \$25.00 or 5% of each installment. Unit Owner agrees that such late charge is not in the nature of a penalty as damages on account of late payments are impossible to ascertain. Failure to pay any assessment within ten (10) days from the date due shall constitute a default. The first assessment shall be due on the first day of the first month following the conveyance of the first unit of this condominium.

6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENT. If a Unit Owner shall default in the payment of any assessment, the Board may accelerate the monthly assessments for, in its discretion, up to three (3) months. Upon notice thereof to the Unit Owner, the accelerated assessment shall immediately

become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.

6.9 ACQUISITION OF UNITS. At any foreclosure sale of a Unit the Board may acquire, in the name of the Association or its designee, the Unit being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, including a lien for assessments. The power to acquire a Unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Association to do so - the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Board.

6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN. In the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the Unit Owner shall include liability for reasonable attorney's fees and for court costs incurred by the Association incident to the collection of such assessments or enforcement of its lien, including attorney's fees and court costs on any appeal. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE 7. COMPLIANCE.

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the non-payment of an assessment) by the Unit Owner of any of the provisions of the Condominium Documents or Rules and Regulations adopted pursuant to any of same, the Board shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Upon a finding by the Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association for all costs and losses including reasonable attorney's fees and costs incurred in maintaining such action and any appeal therefrom. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request, signed by a Unit Owner and sent to the Board, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation, in the manner provided by the Condominium Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the costs thereof shall be charged to the Unit Owner.

7.2 LIABILITY OF UNIT OWNERS. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees. The expense of any maintenance, repair or replacement required shall be charged to said Unit Owner.

7.3 GENERAL LIABILITY. Liability of Unit Owners shall be governed, in addition to the provisions hereof, by F.S. 718.119.

7.4 SURVIVING LIABILITY. Termination of membership in the Association shall not relieve any Unit Owner from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

7.5 EXCESS LIABILITY. The Association shall give notice to the Unit Owners of excess liability as provided in F.S. 718.119(3).

ARTICLE 8. LIMITATION OF LIABILITY. Notwithstanding the duty of the Association to maintain the repair the Condominium Property, it shall not be liable for injury

or damage caused by a latent condition in the property or the elements or by other persons.

ARTICLE 9. PARLIAMENTARY RULES
shall govern the conduct of Association proceedings, the Declaration, the Articles, By-Laws, or with the S

ARTICLE 10. AMENDMENTS TO BY-LAWS
hereinafter defined and provided for, shall be approved by a majority (2/3) of the entire membership of the Unit Owners. Amendments to these By-Laws shall be transmitted to the President and Secretary of Assistant Secretary and be recorded in the Public Records of Alachua County on the date of which any amendment has been adopted by the Association.

ARTICLE 11. BY-LAWS PERTAINING TO

11.1 DEFINITION. "Use" and "By-Laws" shall mean any matter pertaining to dress, decorum, noise, use of Units, use of Limited Common Elements as are set forth in Article 12 hereof.

11.2 SCOPE; REMEDY FOR VIOLATION. These By-Laws are reasonably calculated to promote the welfare of the Unit Owners. The violation of such By-Laws shall subject any person violating the same to any liability imposed by the Condominium Documents.

11.3 RULES AND REGULATIONS. The Association may from time to time promulgate additional Rules and Regulations concerning the use of the Condominium Property. Said Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Property and shall have the dignity of By-Laws but, unless said rule conflicts with the provisions hereof, it shall not require an amendment to be effective.

ARTICLE 12. INITIAL RULES AND REGULATIONS. The By-Laws relating to use and decorum hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners. The Unit Owners shall, at all times, obey the same and use their best efforts to see that the By-Laws and Rules and Regulations are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said By-Laws are as follows:

12.1 Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness. He shall not sweep or throw from the premises any dirt or other substances into any of the corridors or halls or elsewhere in the building or upon the grounds. Refuse shall be placed in containers in such manner and at such times and places as the Association or its agent may direct.

12.2 The sidewalks, entrances, vestibules, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Units in the building.

12.3 Employees of the Unit Owners may not gather or lounge in the common areas of the buildings or grounds.

12.4 Supplies, goods and packages of every kind are to be delivered in such manner as the Association or its agent may prescribe, and the Association shall not be responsible for the loss or damage of any such property.

12.5 Unit Owners shall not cause or permit any disturbing noises or objectionable odors to be produced upon or to emanate from their Units. Entrance doors shall be kept closed at all times except when in actual use for ingress and egress.

12.6 Unit Owners shall not permit or keep in their Unit any inflammable, combustible or explosive material, chemical or substance, except such products as are required in normal professional use.

12.7 Water closets and other water apparatus in the building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into same. Any damage resulting from misuse of any water closets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.

12.8 No sign, advertisement, notice or other lettering shall be exhibited, painted or affixed by any Unit Owner on any part of the outside of the demised premises or building, hung from windows or placed on window sills, without the prior written consent of the Association, which shall establish rules governing the size, number and placement of signs for the Condominium. However, any unit owner may display one portable, removable United States flag in a respectable way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a unit owner may also display, in a respectful way, portable, removable official flags that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

12.9 No awnings, radio or television aerials or other projections shall be attached to the outside walls or roofs of the buildings, and no blinds, shades or screens shall be attached to, hung or used on the exterior of any window or door of the Unit or Condominium building, without the prior written consent of the Association Board. The Board shall adopt hurricane shutter specifications for each building in the condominium, which specifications shall include color, style and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code and, if approval is required by the documents, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

12.10 No animals shall be kept or harbored in the premises, except dogs, cats, and birds weighing 40 pounds or less.

12.11 The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units.

12.12 Complaints regarding the services of the building shall be made in writing to the Association or its agent.

ARTICLE 13. INDEMNIFICATION. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, costs and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a part by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE 14. UNIT OWNERS' RESPONSIBILITY CONCERNING LIENS AND TAXES.

14.1 LIENS AND TAXES. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within ten (10) days of the date of lien attaches. All taxes and special assessments upon a Condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in Condominium Documents, whichever is sooner.

14.2 NOTICE TO ASSOCIATION. A Unit Owner shall give notice to the Association and Management Firm of every lien upon his Unit, other than for permitted mortgages, within five (5) days after the attaching of the lien.

ARTICLE 15. CONTRACTS OR LEASES. Prior to the passage of control of the Association from the developer to the Unit Owners, the Association may not be bound, either directly or indirectly to any contract or lease, unless the Association may terminate such contract or lease, without cause and without penalty being imposed upon not more than thirty (30) days notice to the other party thereto.

ARTICLE 16. CONFLICT. In the event any conflict between the By-Laws contained herein, or from time to time amended or adopted, and the Declaration of Condominium, the Declaration shall prevail.

ARTICLE 17. CERTIFICATE OF COMPLIANCE. A certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the condominium's units to the applicable fire safety code.

ARTICLE 18. OTHER PROVISIONS. All provisions of Sections 718.112(2)(a) through (m), FS are deemed to be included in the By-Laws.

The foregoing were adopted as the By-Laws of **GARLAND CONDOMINIUM ASSN., INC.**, a corporation not-for-profit established under the Laws of the State of Florida at the first meeting of the Board of Directors on the 30th day of June, 2006.

GARLAND CONDOMINIUM
ASSN., INC.

ATTEST:

 (SEAL)
PRESIDENT

(Corporate Seal)

INSTRUMENT # 2148789
41 PGS