

Prepared by and return to:
Matthew C. Hoffman
Carver, Darden, Koretzky, Tessier,
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801 W. Romana Street, Suite A
Pensacola, Florida 32502
File No.: 4107.40666

**FIRST AMENDMENT TO BYLAWS
OF
ROYAL OAK VILLAS HOME OWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO THE BYLAWS OF ROYAL OAK VILLAS HOME OWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Association"), is made this 29th day of July, 2011.

WITNESSETH:

WHEREAS, the Bylaws of the Association are recorded in **Official Record Book 2995, Page 3125** of the public records of Okaloosa County, Florida (collectively, the "Bylaws"); *Capitalized terms not defined herein shall have the meaning assigned to them in the Bylaws;* and

WHEREAS, pursuant to Section 7.6 of the Bylaws, the Bylaws may be amended at any time by written consent of a majority of the Owners (i.e. members) of the Association; and

WHEREAS, this First Amendment to Bylaws was submitted to the Owners of the Association for consideration and approval in accordance with the Bylaws and governing documents of the Association and applicable Florida law, to address certain proposed amendments to the Bylaws, which First Amendment was approved, by written ballot, of a majority of the Owners of the Association;

NOW THEREFORE, the Bylaws are hereby amended as follows:

1. The Recitals referenced above are hereby acknowledged as being true and accurate and are incorporated herein by reference in this Second Amendment.

✓ 2. Article Two, Section 2.2 – Annual Meeting of the Bylaws is hereby deleted and amended in its entirety as follows:

"The annual Owners' meeting shall be held on the date, at the place, and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than 13 months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Owners, or as stated in the notice of the meeting sent to the Owners in advance thereof."

3. Article Two, Section 2.5 – Notice of Meeting of the Bylaws is hereby deleted and amended in its entirety as follows:

"Notice of an annual or special meeting of the Owners, stating the time and place and the purpose or purposes for which the meeting is called, shall be given by the President or Secretary. The notice of the meeting shall be sent by mail or hand delivered to each Unit Owner unless the Unit Owner waives in writing the right to receive notice of the meeting by mail or hand delivery. The delivery or mailing shall be to the address of the Owner as it appears on the roster of Owners. The mailing of the notice shall be effected not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of mailing of the notice shall be given by affidavit or the retention of a post office certificate of mailing."

4. Article Two, Section 2.6 – Quorum of the Bylaws is hereby deleted and amended in its entirety as follows:

"A quorum at a Owners' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least thirty (30%) percent of the votes of the Owners."

5. Article Two, Section 2.10 – Action of Owners Without a Meeting of the Bylaws is hereby deleted and amended in its entirety as follows:

"Any action to be taken at any annual or special meeting of the Members, or any action that may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such Members) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of the Members at which a quorum of the Members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to the Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action."

6. Article Three, Section 3.3 – Removal of the Bylaws is hereby deleted and amended in its entirety as follows:

"Any director may be removed and/or recalled in accordance with *Fla. Stat. §720.303(10)* (2010), as said provision may be thereafter amended."

7. Article Three, Section 3.6 – Committees of the Bylaws is hereby deleted and amended in its entirety as follows:

"The Board of Directors may, from time to time, appoint various committees of the Board as deemed appropriate for carrying out the purposes of the Association. The following committees shall also be standing committees of the Board: Compliance Committee and Architectural Review Committee (collectively, the "Standing Committees"). All meetings of such committees shall require the same notice as a meeting of the Board of Directors. After the first Board meeting

following the yearly election of the Board of Directors at the annual meeting of the Owners, the Board of Directors shall appoint the members of each of the Standing Committees, which Standing Committees shall be established for the purposes set forth below:

- (a) **Compliance Committee:** The Compliance Committee shall consist of three (3) Owners of the Association who are not officer, directors, or employees of the Association, and who are not the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association. The Compliance Committee shall be charged with enforcement of the covenants and restrictions as set forth in the Declaration of Covenants, Conditions, and Restrictions of the Association, and shall have the authority to impose fines, and to suspend each Owner's Common Area use rights in accordance with applicable Florida law, including without limitation after conducting a duly noticed hearing as provided by *Fla. Stat. §720.305(2)* (2010), as said provision may be thereafter amended.
- (b) **Architectural Review Committee:** The Architectural Review Committee (the "ARC") shall consist of the Board of Directors, although the Board of Directors, at its option, may appoint three (3) Owners of the Association to serve on the ARC. A majority of the members of the ARC shall constitute a quorum for the transaction of business and the affirmative vote of a majority of those present at of meeting of the ARC.
 - (i) **Guidelines.** The ARC shall be empowered and authorized to formulate and promulgate such additional architectural and landscaping regulations, specifications, procedures, guidelines and policies to govern the review, approval, rejection, form, content and provisions of all landscaping or architectural submissions. Such ARC Guidelines must be followed by all applicants submitting plans for review and approval by the ARC. Decisions of the ARC shall be based upon the uniform application of such reasonable, but high standards as are consistent with the ARC Guidelines.
 - (ii) **Procedures.** The ARC may establish uniform procedures for the review of applications, including the assessment of review costs and fees, if any, to be paid by the applicants, and the requirement of a security deposit or compliance bond to ensure the full and timely compliance by the applicant with the conditions imposed by the ARC. In the event the ARC fails to approve or disapprove any proposed plans by notice in writing sent to the applicant within twenty-one (21) days following submission of the proposed plans to the ARC, then, unless an extension of time has been accepted by the applicant, the applicant may (1) at any time thereafter inform the ARC and the Board of Directors, by written notice sent separately to both the ARC and the Board of Directors, of the ARC's failure to approve or disapprove the applicant's proposed plans (which notice shall specifically list and identify all materials comprising the applicant's proposed plans), and (2) if the ARC shall fail to approve or disapprove the applicant's proposed plans within ten (10) days following its receipt of the said notice, the proposed plans will be deemed to be approved by the ARC to the extent same conform to all other express

terms and provisions of Declaration of Covenants, Conditions, and Restrictions of the Association.

(iii) Enforcement. If any construction or alteration is commenced upon any Owner's Unit or the Common Areas of the Association which has not been approved by the ARC, or which deviates substantially from the plans and specifications approved by the ARC, the Compliance Committee may impose fines and/or other sanctions as herein provided, and the ARC and/or Association may exercise all other rights provided by the governing documents of the Association including the Declaration of Covenants, Conditions, and Restrictions of the Association, and applicable law.

(iv) Waivers and Variances. The ARC is hereby vested with the authority, but no obligation, to grant in writing waivers and variances from any of the restrictions imposed by the Declaration of Covenants, Conditions, and Restrictions of the Association or governing documents related thereto, utilizing the same standards of review as those set forth in this Article IX(b), but only where it is clearly demonstrated by the person requesting the waiver or variance that both (1) the granting of such a waiver or variance will not impact adversely on the aesthetic qualities of the proposed improvements, the Unit upon which same is located or any adjacent Units, or the property as a whole, and (2) such waiver or variance is consistent with the high standards of a first-class development of the type contemplated in the Declaration of Covenants, Conditions, and Restrictions of the Association.

8. Article Four, Section 4.4 – Notice of Meetings of the Bylaws is hereby deleted and amended in its entirety as follows:

"Notice of regular or special meetings of the board of directors shall be posted at a conspicuous place on the Common Area of the Association, as said Common Area is defined in the Declaration of Covenants, Conditions, and Restrictions of the Association at least forty-eight (48) hours before the meeting. However, if the board of directors will be considering special assessments against the Units of the Owners, or considering changes in the governing documents or rules and regulations governing the Units of the Owners, notice shall be posted and provided to the Owners at least fourteen (14) days prior to the meeting in the manner provided in this Article Two, Section 2.5." Except as expressly amended by this First Amendment, the provisions contained in the Bylaws remain unchanged and in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the Association has executed this First Amendment on the date set out above.

Signed, sealed and delivered
in the presence of:

ROYAL OAK VILLAS HOME OWNERS
ASSOCIATION, INC.,
a Florida non-profit corporation

Laura Crow
Printed Name: Laura Crow
Mike Brown
Printed Name: Mike Brown

By: T. J. Del Bello
T. J. Del Bello
As its: President

Attest:
Charles R. Purvoker
Printed Name: CHARLES R. PURVOKER
As Secretary Board President
of the Association

STATE OF FLORIDA)
)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me this 29 day of July, 2011 by T. J. Del Bello as President of Royal Oak Villas Home Owners Association, Inc., a Florida non-profit corporation, on behalf of said corporation, who personally appeared before me and is () personally known to me, or (✓) who has produced FL DL as identification.

[NOTARY SEAL]

Catharine E. Clary
Notary Public
My commission expires: 8-2-11

