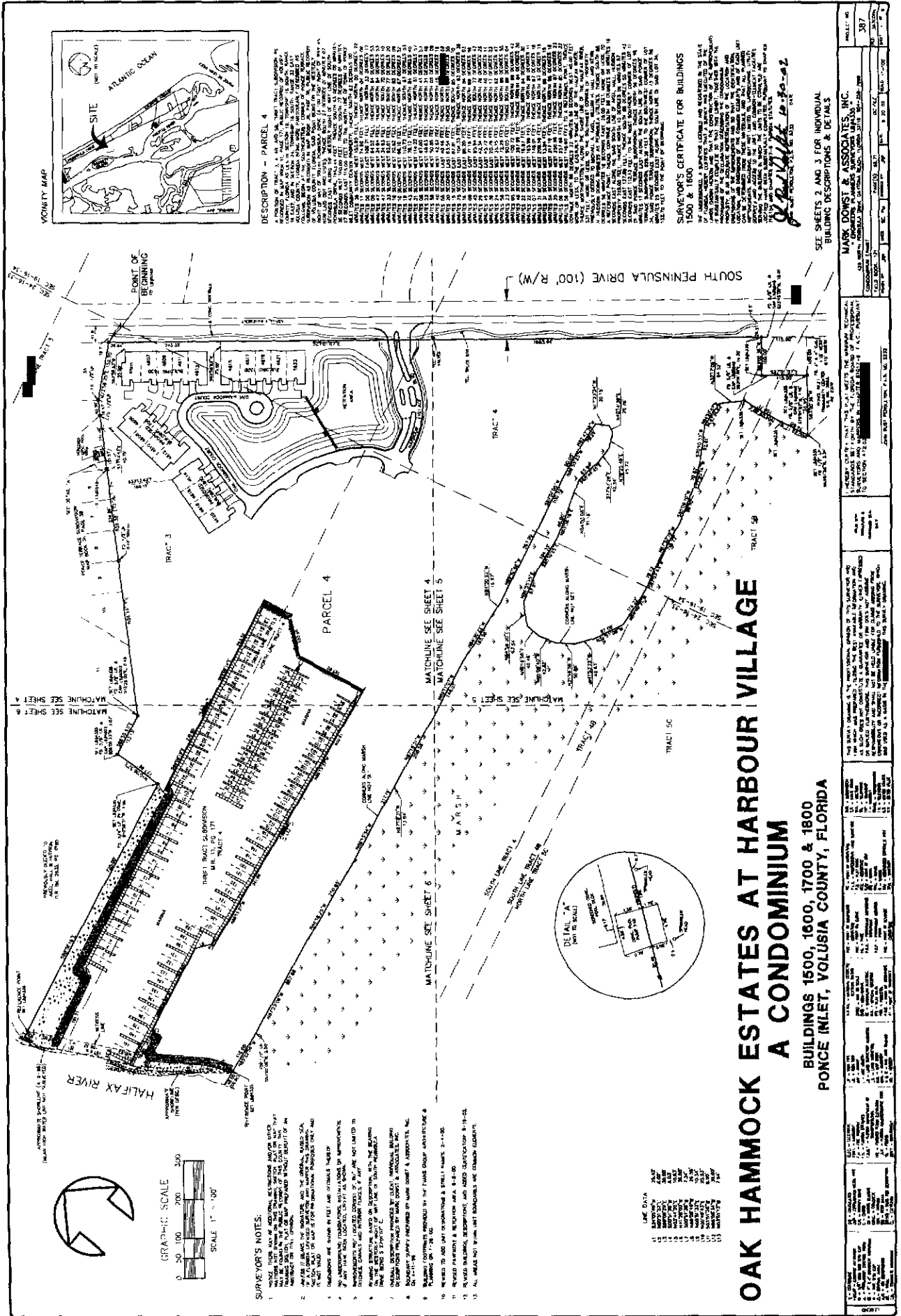


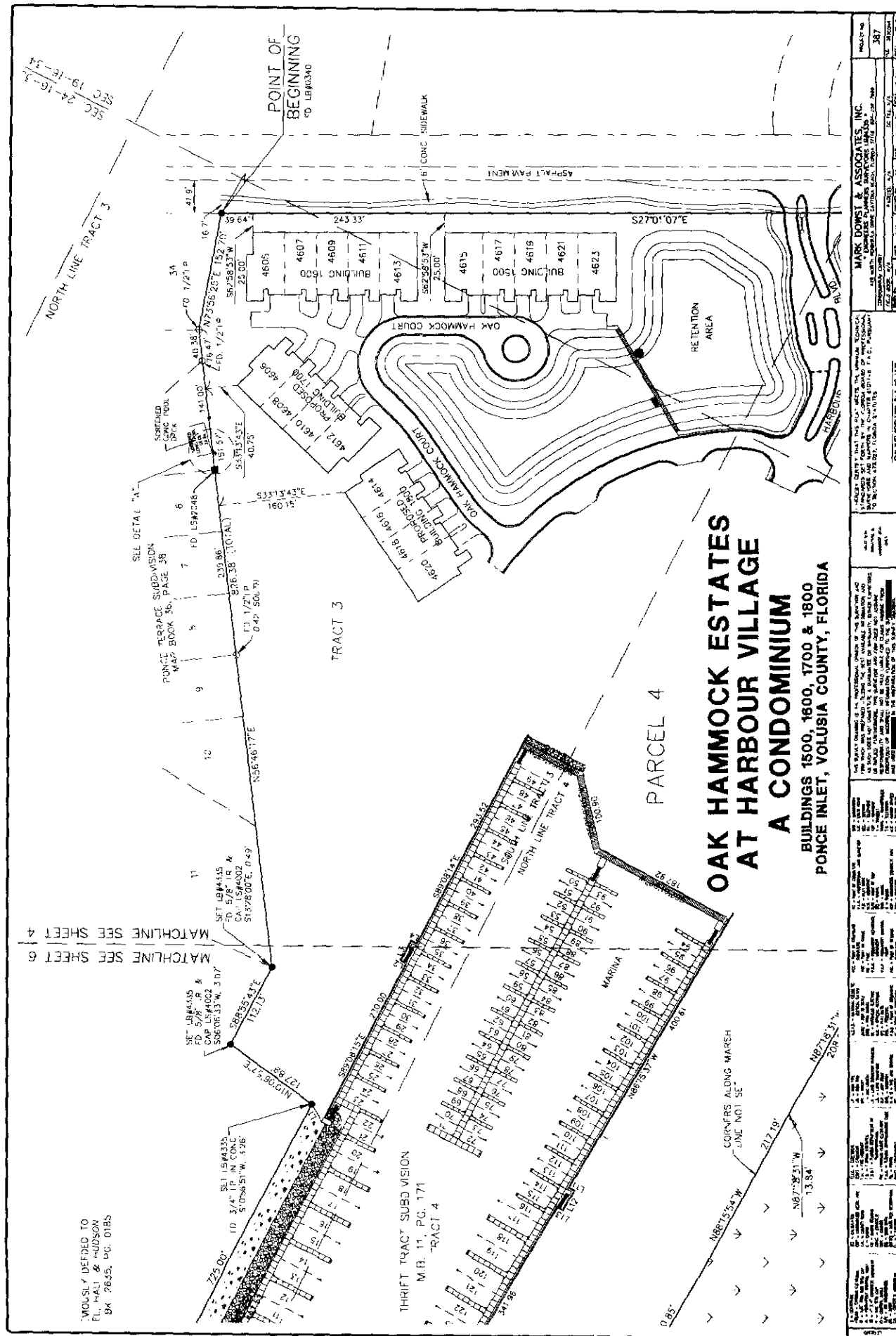
Book: 4960
Page: 4794

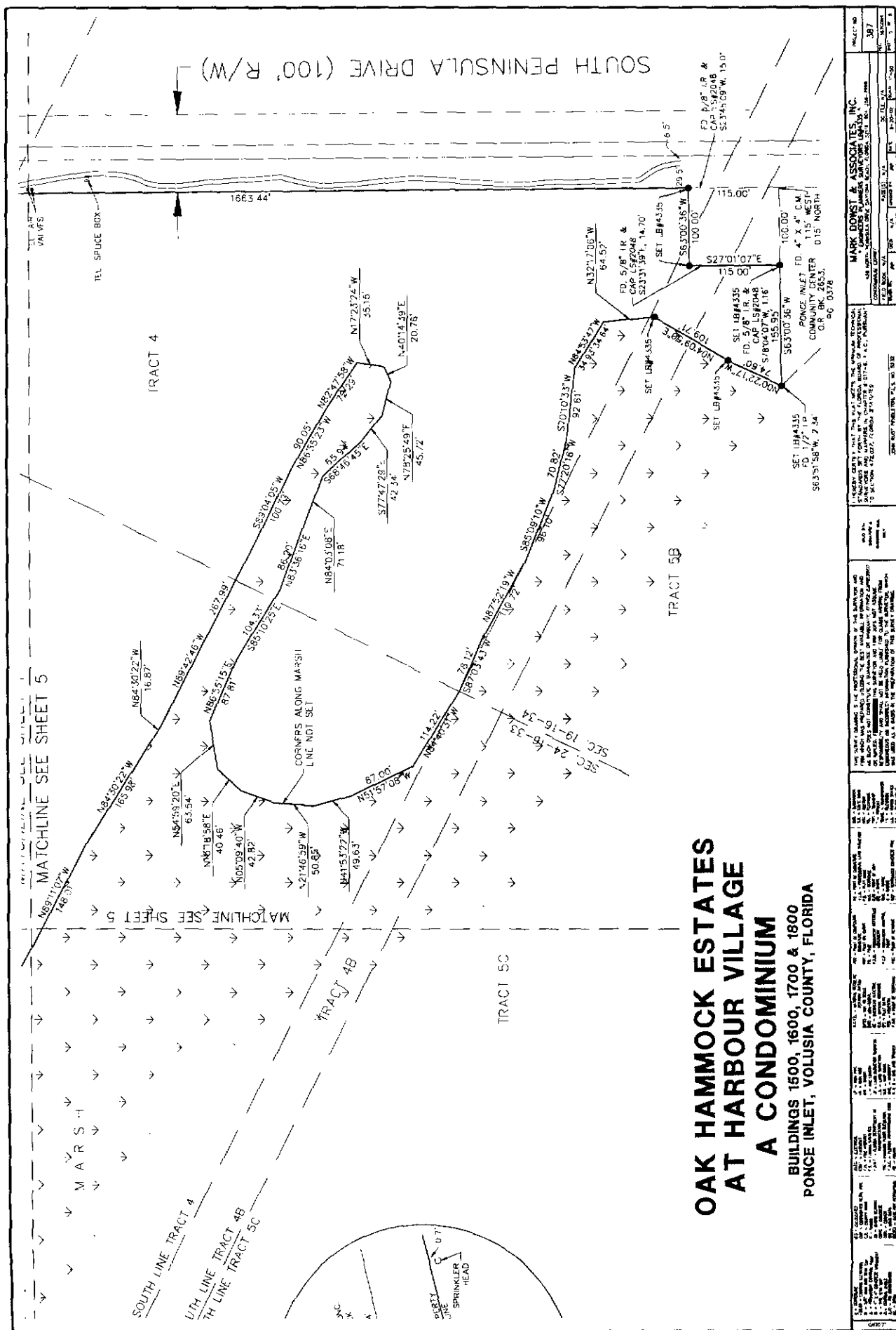
EXHIBIT B TO DECLARATION OF CONDOMINIUM

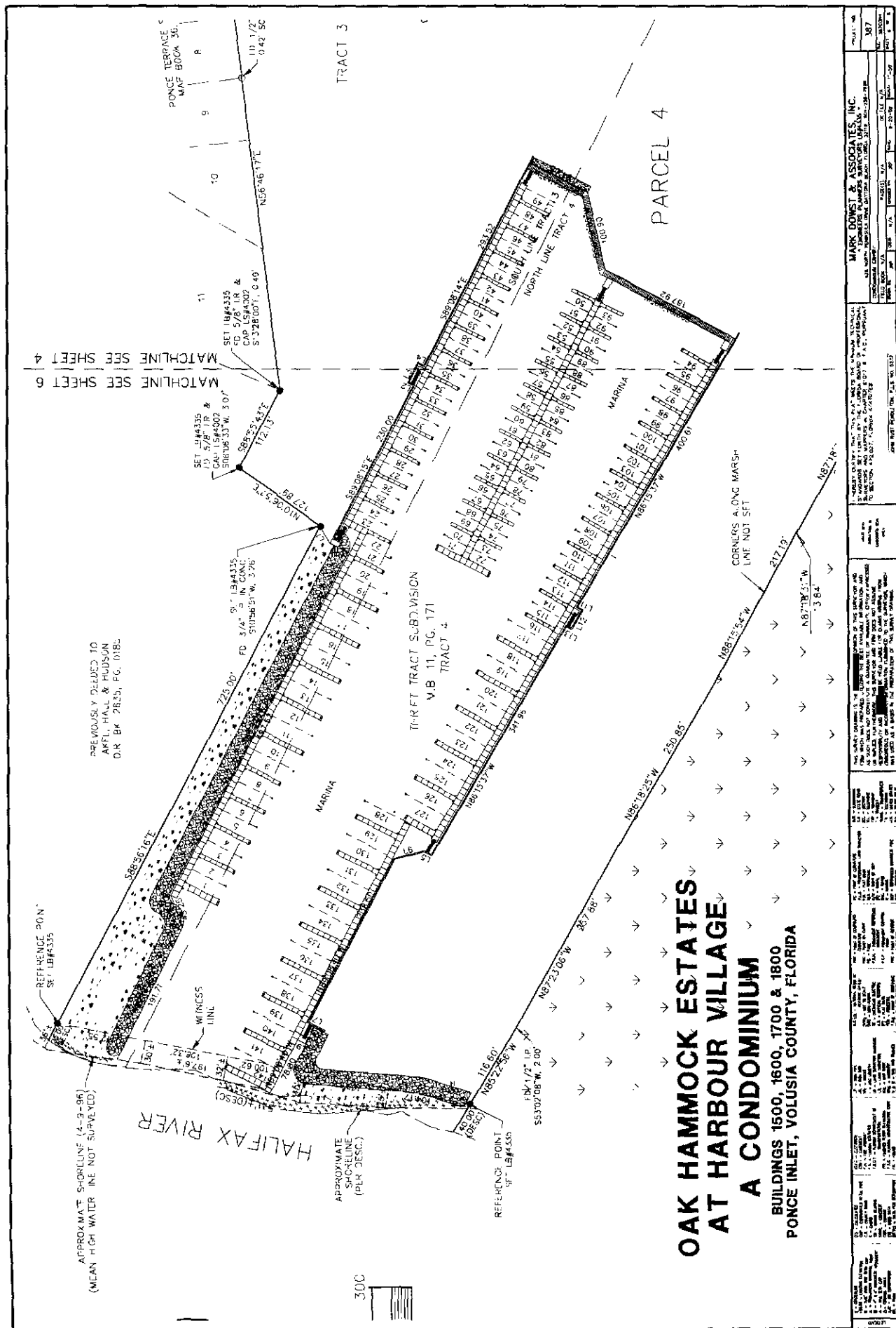


1. Name of company	2. Address	3. City	4. State	5. Zip	6. Phone	7. Fax	8. Telex	9. Cable	10. E-mail	11. Website	12. Other	13. Name of person	14. Title	15. Address	16. City	17. State	18. Zip	19. Phone	20. Fax	21. Telex	22. Cable	23. E-mail	24. Website	25. Other	26. Name of person	27. Title	28. Address	29. City	30. State	31. Zip	32. Phone	33. Fax	34. Telex	35. Cable	36. E-mail	37. Website	38. Other		
MARK DOWST & ASSOCIATES, INC.	10000 W. 10TH AVE. SUITE 100	MINNEAPOLIS	MINN	55410	612-338-7777							MARK DOWST	President	10000 W. 10TH AVE. SUITE 100	MINNEAPOLIS	MINN	55410	612-338-7777								MARK DOWST	President	10000 W. 10TH AVE. SUITE 100	MINNEAPOLIS	MINN	55410	612-338-7777							
<p>MARK DOWST & ASSOCIATES, INC. is a leading provider of construction management services. We have a proven track record of successful projects across the United States. Our team of experienced professionals is dedicated to providing the highest quality of service to our clients. We are currently seeking qualified individuals for the following positions:</p> <p>Construction Manager - Must have 5+ years of experience in construction management. Strong knowledge of building codes and regulations. Excellent communication and leadership skills. Competitive salary and benefits package.</p> <p>Project Engineer - Must have 3+ years of experience in project engineering. Strong technical skills and ability to manage multiple projects simultaneously. Competitive salary and benefits package.</p> <p>Estimator - Must have 3+ years of experience in estimating. Strong attention to detail and ability to work under pressure. Competitive salary and benefits package.</p> <p>Office Administrator - Must have 2+ years of experience in office administration. Strong organizational and communication skills. Competitive salary and benefits package.</p> <p>Interested candidates should submit their resumes and cover letters to: Mark Dowst & Associates, Inc., Human Resources Department, 10000 W. 10th Ave. Suite 100, Minneapolis, MN 55410. Please call 612-338-7777 for more information.</p>																																							

[illegible]







[illegible]

(SEE PAGE # 3 FOR UNIT A)												
LOT NUMBER		OH11	OH12	OH13	OH14	OH15	OH16	OH17	OH18	OH19	OH20	OH21
BASE UNIT-80		EXP'D CABANA	EXP'D MASTER	EXP'D COURTYD	EXPANDED ALL	EXP'D CAB/C.Y.	OPTION-A7	OPTION-A8	OPTION-A9	OPTION-A10	OPTION-A11	OPTION-A12
4608-80	X***			X			X	X				X
4608-80	X						X	X		X		X
4610-80	X						X	X		X		X
4612-80	X***	X		X		X	X	X		X		X
4614-80	X***	X		X		X	X	X		X		X
4616-80	X						X	X		X		X
4618-80	X						X	X		X		X
4620-80	X***		X	X			X	X		X		X
4605-80	X***	X		X		X	X	X		X		X
4607-80	X						X	X		X		X
4609-80	X						X	X		X		X
4611-80	X						X	X		X		X
4613-80	X***	X		X		X	X	X		X		X
4615-80	X***	X		X		X	X	X		X		X
4617-80	X						X	X		X		X
4619-80	X						X	X		X		X
4621-80	X						X	X		X		X
4623-80	X***	X	X	X		X	X	X		X		X

****- NOT ALLOWED WITHOUT EXPANSION ALTERNATES

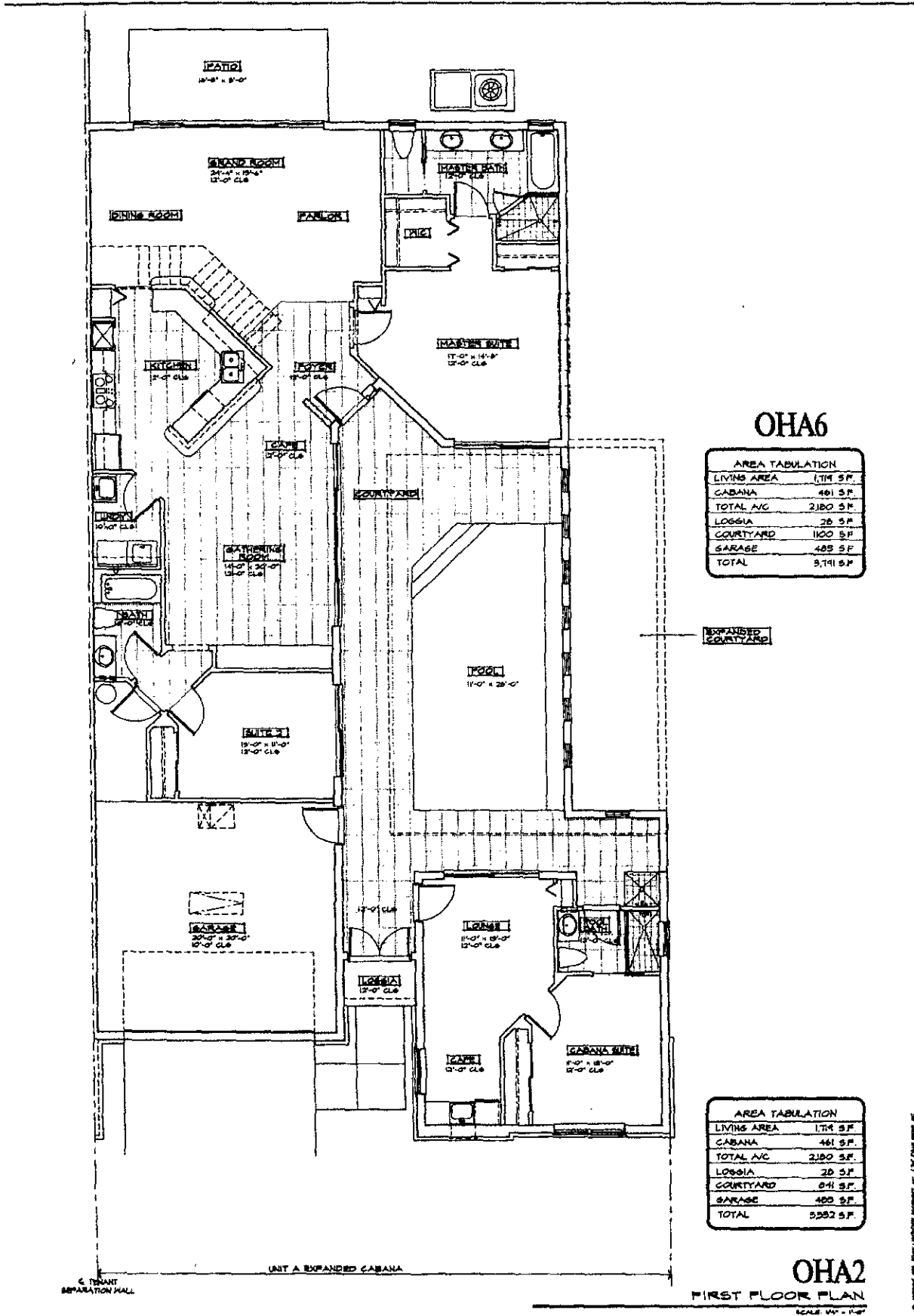
02/07/2000

OAK HAMMOCK AT HARBOUR VILLAGE #22398

UNIT C -(SEE PAGE # 3 FOR UNIT A)

(SEE PAGE # 4 FOR UNIT B)

[illegible]



EVANS
ARCHITECTURE & PLANNING

1001 NORTH MIAMI AVENUE
MIAMI, FLORIDA 33136
305/358-1111
FAX 305/358-1111

REVISIONS

NO.	DATE	DESCRIPTION
1	10-10-84	REVISED
2	11-10-84	REVISED

FIRST FLOOR PLAN

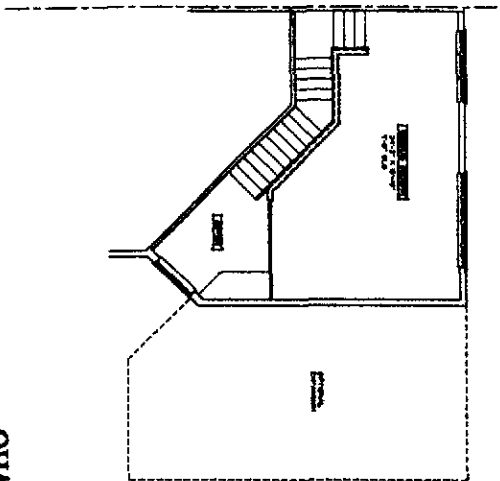
OAK HAMMOCK
HARBOR VILLAGE
POMCE LIGHTHOUSE PROPERTIES, INC.
POMCE BEACH, FLORIDA

SHEET

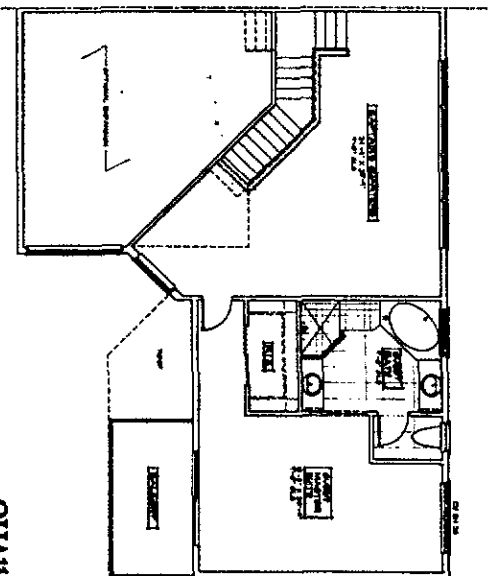
A

EXPANDED CABANA

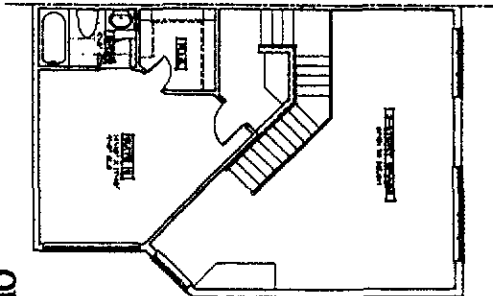
OHA10
OPTIONAL SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



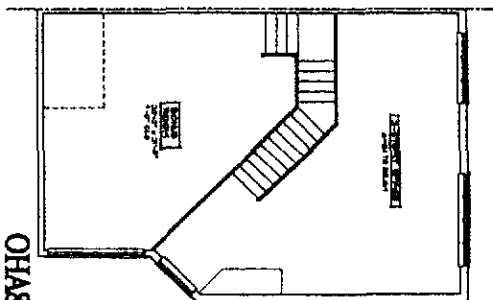
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SCALE: 1/8" = 1'-0"



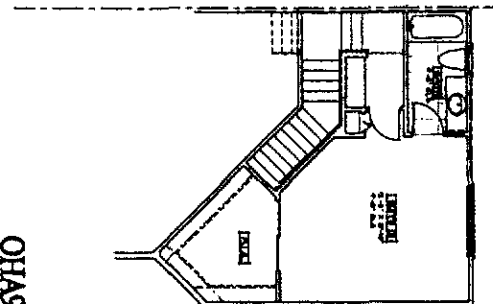
OHA7
OPTIONAL SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



OHA8
OPTIONAL SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



OHA9
OPTIONAL SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



FEB 07 2010

A

SHEET

OPTIONAL SECOND FLOOR PLANS

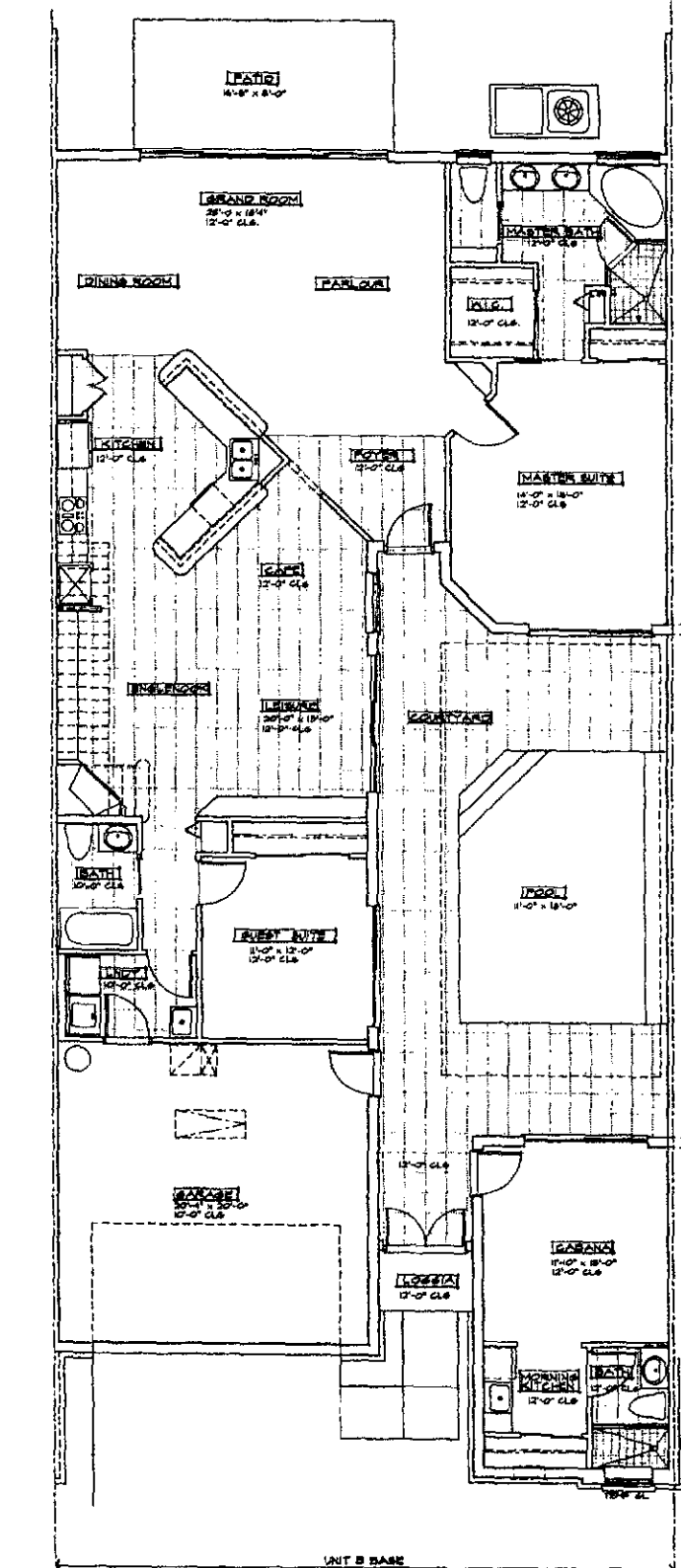
OAK HAMMOCK
BARBOUR VILLAGE
PENCE LIGHTHOUSE PROPERTIES, INC.
PENCE HILL FLORIDA

REVISIONS

NO.	DATE	DESCRIPTION
1	02/07/10	ISSUED FOR PERMIT

EVANS *group*

ARCHITECTURE & PLANNING



E. TENANT
SEPARATION WALL

E. TENANT
SEPARATION WALL

OHB4

AREA TABULATION	
LIVING AREA	1,821 S.F.
CABANA	295 S.F.
TOTAL A/C	2,116 S.F.
LOBBIA	28 S.F.
COURTYARD	412 S.F.
GARAGE	454 S.F.
TOTAL	3,209 S.F.

AREA TABULATION	
LIVING AREA	1,821 S.F.
CABANA	295 S.F.
TOTAL A/C	2,116 S.F.
LOBBIA	28 S.F.
COURTYARD	412 S.F.
GARAGE	454 S.F.
TOTAL	3,209 S.F.

OHB1
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

REVISED: 10/10/00
DESIGNED: 10/10/00
CHECKED: 10/10/00
FILE: 007000-001

EVANS
ARCHITECTURE & PLANNING

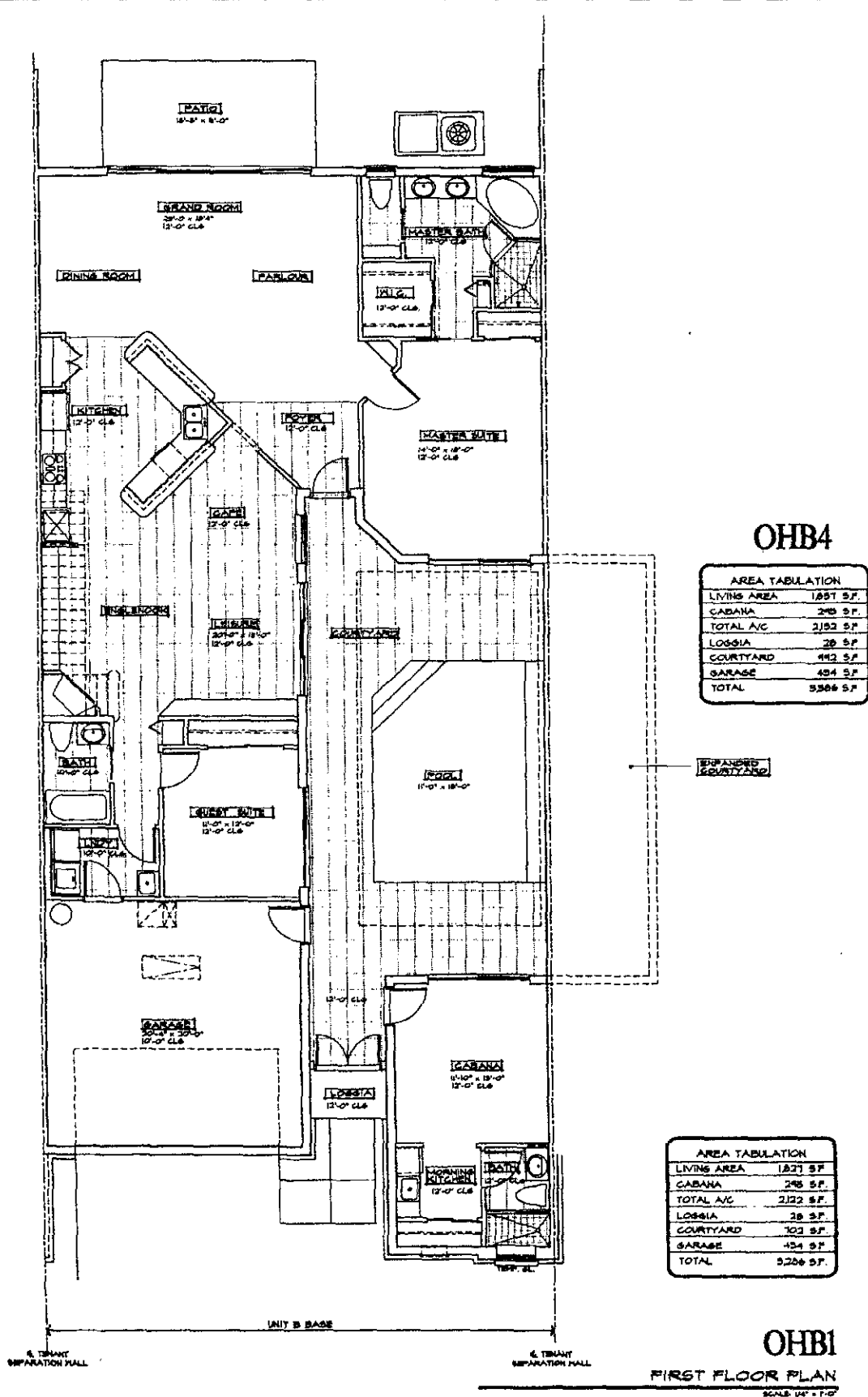
REVISIONS	
1	10/10/00
2	10/10/00

FIRST FLOOR PLAN

OAK HAMMOCK
HARBOR VILLAGE
FENCE LIGHTHOUSE PROPERTIES, INC. FLORIDA
FENCE INLET

PROJECT: 10/10/00
DESIGN: 10/10/00
CHECK: 10/10/00
FILE: 007000-001

SHEET
B
BASE



for **EVANS** *group*

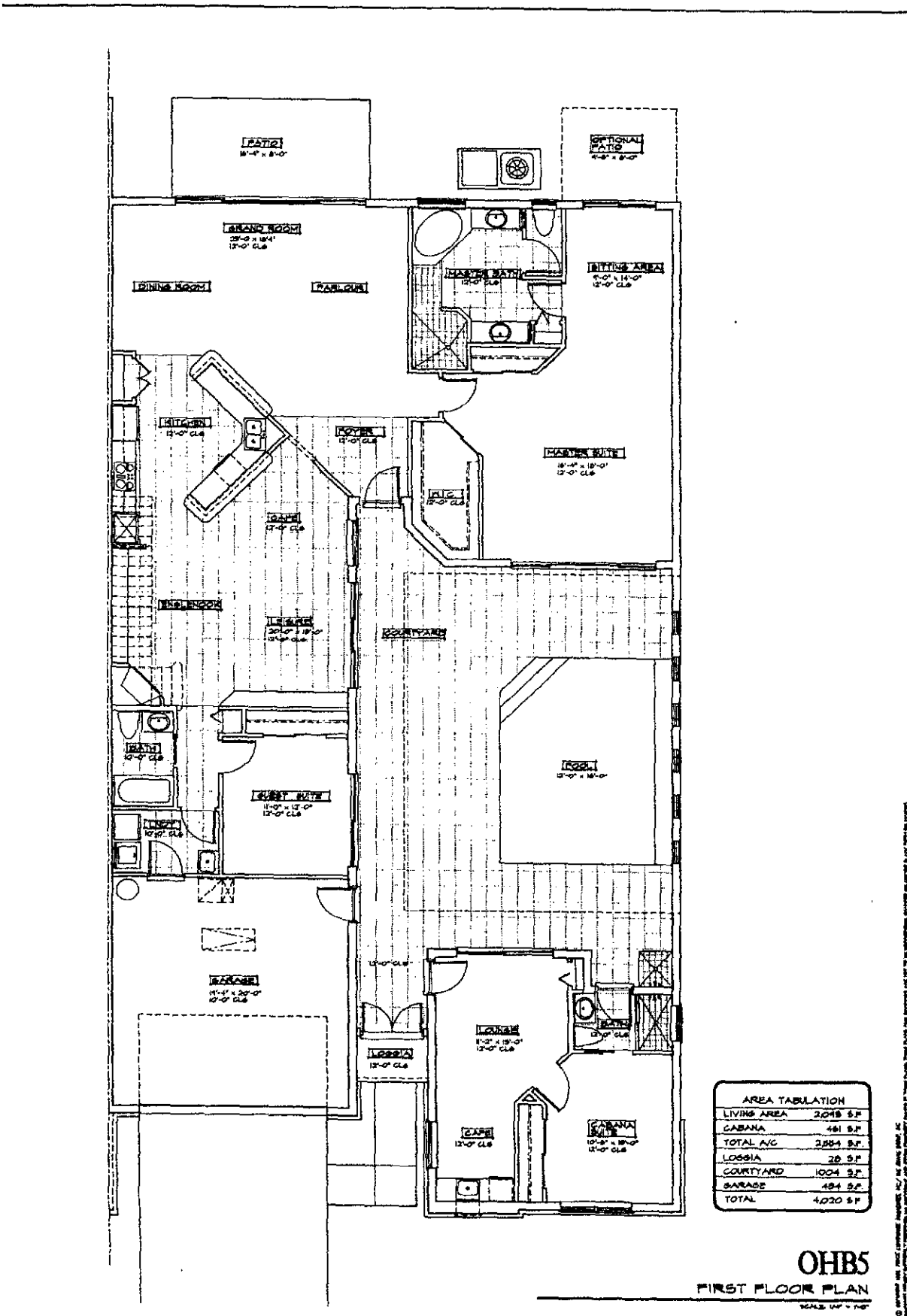
1001 NORTH CHASSER AVENUE
MILWAUKEE, WISCONSIN 53233
TEL: 414/363-4400
FAX: 414/363-4471

REVISIONS	DATE	BY	REASON

FIRST FLOOR PLAN

PROJECT 1 - 2000	DATE: 10/10/00
PROJECT 2 - 2000	DATE: 10/10/00
PROJECT 3 - 2000	DATE: 10/10/00
PROJECT 4 - 2000	DATE: 10/10/00
PROJECT 5 - 2000	DATE: 10/10/00

SHEET
B
RASP



AREA TABULATION	
LIVING AREA	2049 S.F.
CABANA	461 S.F.
TOTAL A/C	2884 S.F.
LOGGIA	26 S.F.
COURTYARD	1004 S.F.
GARAGE	494 S.F.
TOTAL	4020 S.F.

OHB5
FIRST FLOOR PLAN

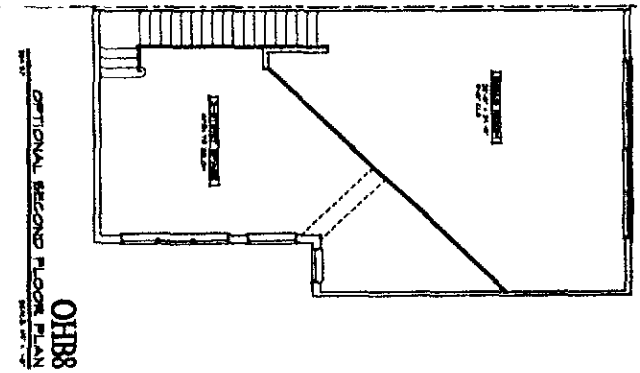
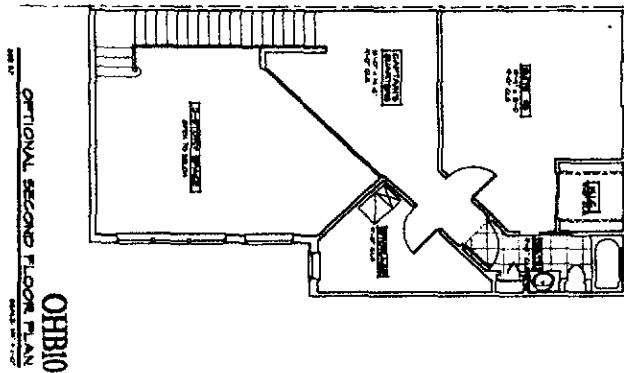
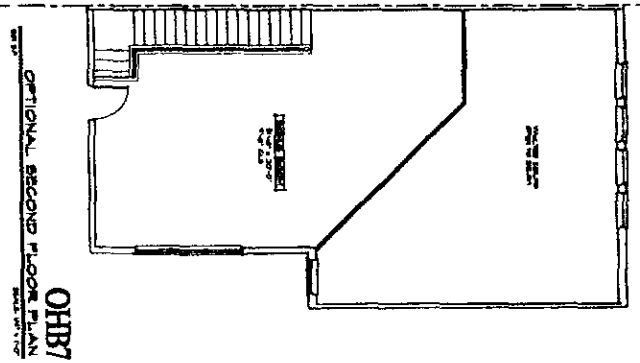
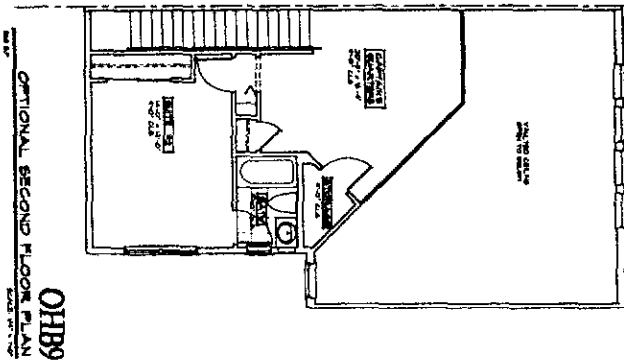
PROJECT #	22004	FIRST FLOOR PLAN OAK HAMMOCK AT HARBOUR VILLAGE PONCE LIGHTHOUSE PROPERTIES, INC. PONCE DELET FLORIDA	REVISIONS 1 SEE 2ND FLOOR PLAN 2 SEE 3RD FLOOR PLAN 3 SEE 4TH FLOOR PLAN
OWNER	PHI / INC.		
ARCHITECT			
DATE			
DRAWN			

SHEET
B
EXPANDED

9001 SOUTH DR. AVE. 2
ORLANDO, FLORIDA 32801
307/468-8779
FAX 467/888-0771

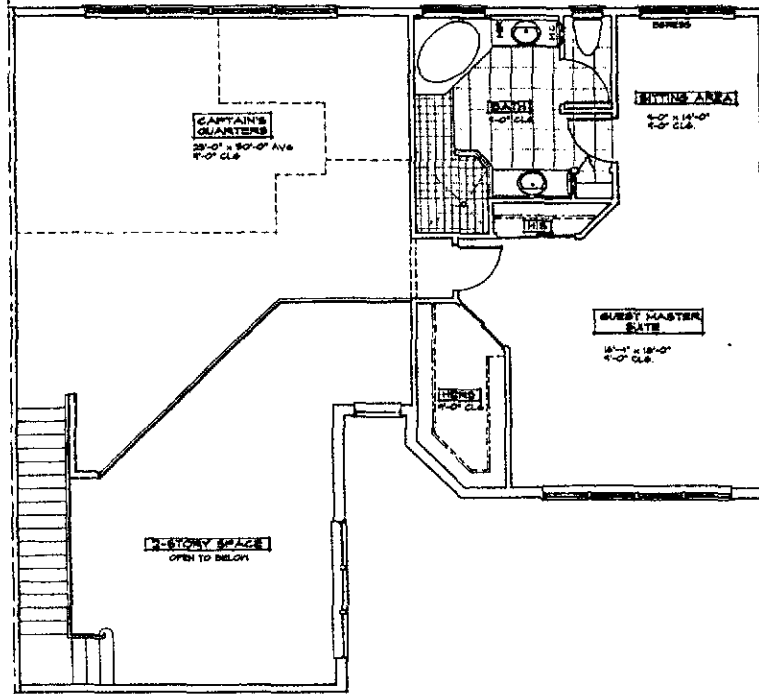
EVANS

ARCHITECTURE & PLANNING



FEB 07 2003

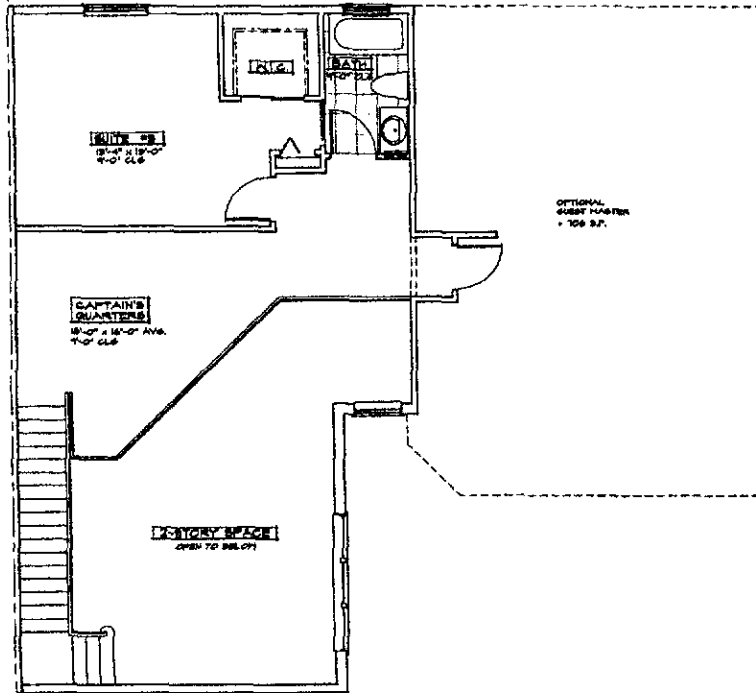
B SHEET	OPTIONAL SECOND FLOOR PLANS		REVISIONS 1. 02/07/03 - 01/01/03 2. 02/07/03 - 01/01/03	EVANS ARCHITECTURE & PLANNING
	OAK HAMMOCK HARBOUR VILLAGE PORCE LIGHTHOUSE PROPERTIES, INC. PORCE INLET FLORIDA		02/07/03 - 01/01/03 02/07/03 - 01/01/03	



OHB11

OPTIONAL SECOND FLOOR PLAN

1822 S.F. ±



OHB12

OPTIONAL SECOND FLOOR PLAN

804 S.F.

NEW HAVEN, CONNECTICUT
100 HARTFORD AVENUE
06510-2070
TEL: 203/786-2771
FAX: 203/786-2771

EVANS
ARCHITECTURE & PLANNING

REVISIONS

1. 10. 10 - 10000 1000
2. 10. 10 - 10000 1000

OPTIONAL SECOND FLOOR PLANS

OAK HAMMOCK
HARBOR VILLAGE
POMER Lighthouse PROPERTIES, INC.
FLORIDA

SHEET 1

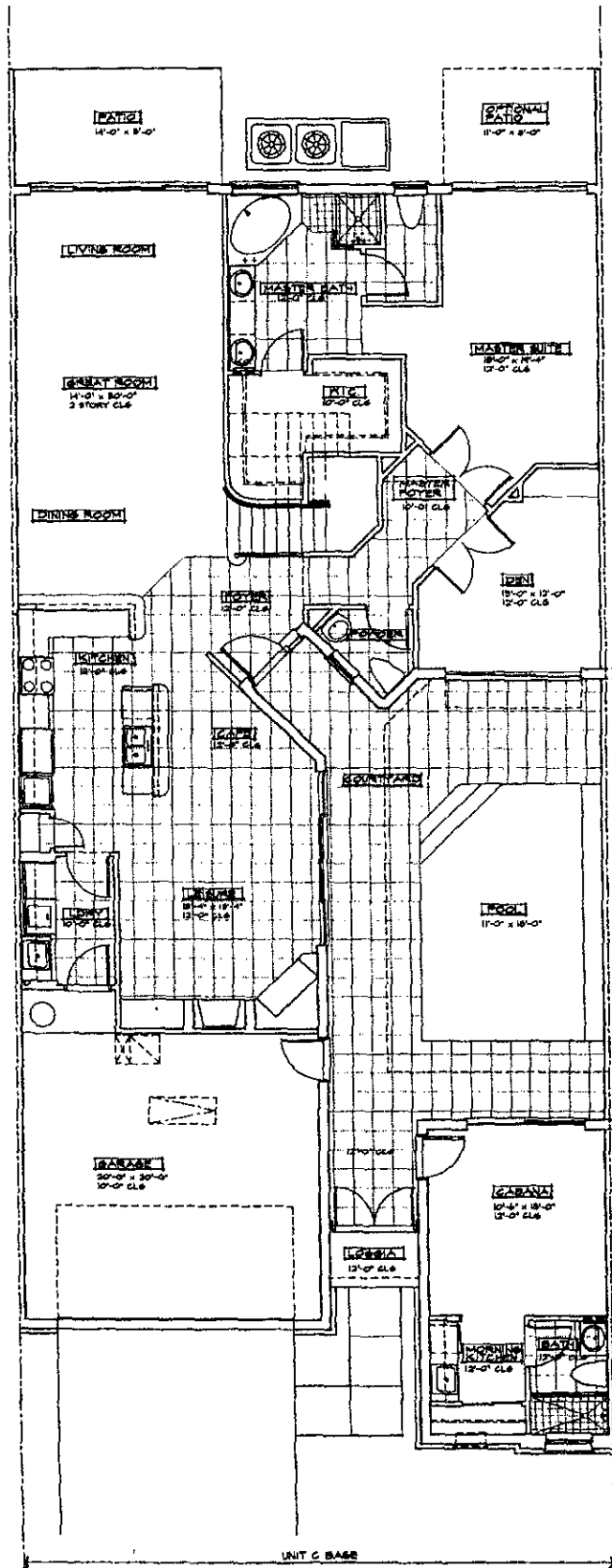
DATE: 10.10.10
BY: J. EVANS
CHECKED: J. EVANS
DATE: 10.10.10

SHEET

B

OPTIONAL SECOND FLOOR PLAN

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OHC4

AREA TABULATION	
FIRST FLOOR	1,875 S.F.
SECOND FLOOR	729 S.F.
CABANA	245 S.F.
TOTAL A/C	2,849 S.F.
LOBBIA	20 S.F.
COURTYARD	418 S.F.
GARAGE	454 S.F.
TOTAL	4,244 S.F.

AREA TABULATION	
FIRST FLOOR	1,059 S.F.
SECOND FLOOR	710 S.F.
CABANA	245 S.F.
TOTAL A/C	2,014 S.F.
LOBBIA	20 S.F.
COURTYARD	650 S.F.
GARAGE	484 S.F.
TOTAL	4,008 S.F.

NOTE: SECOND FLOOR = OHC1

OHC1
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

REVISIONS

NO.	DATE	DESCRIPTION
1	10/10/88	1.00 - 1.00 - 1.00
2	10/10/88	1.00 - 1.00 - 1.00

EVANS
ARCHITECTURE & PLANNING

1000 NORTH BAYVIEW AVENUE
SOUTH BAY, FLORIDA 33156
407/566-1777
FAX 407/566-1777

FIRST FLOOR PLAN

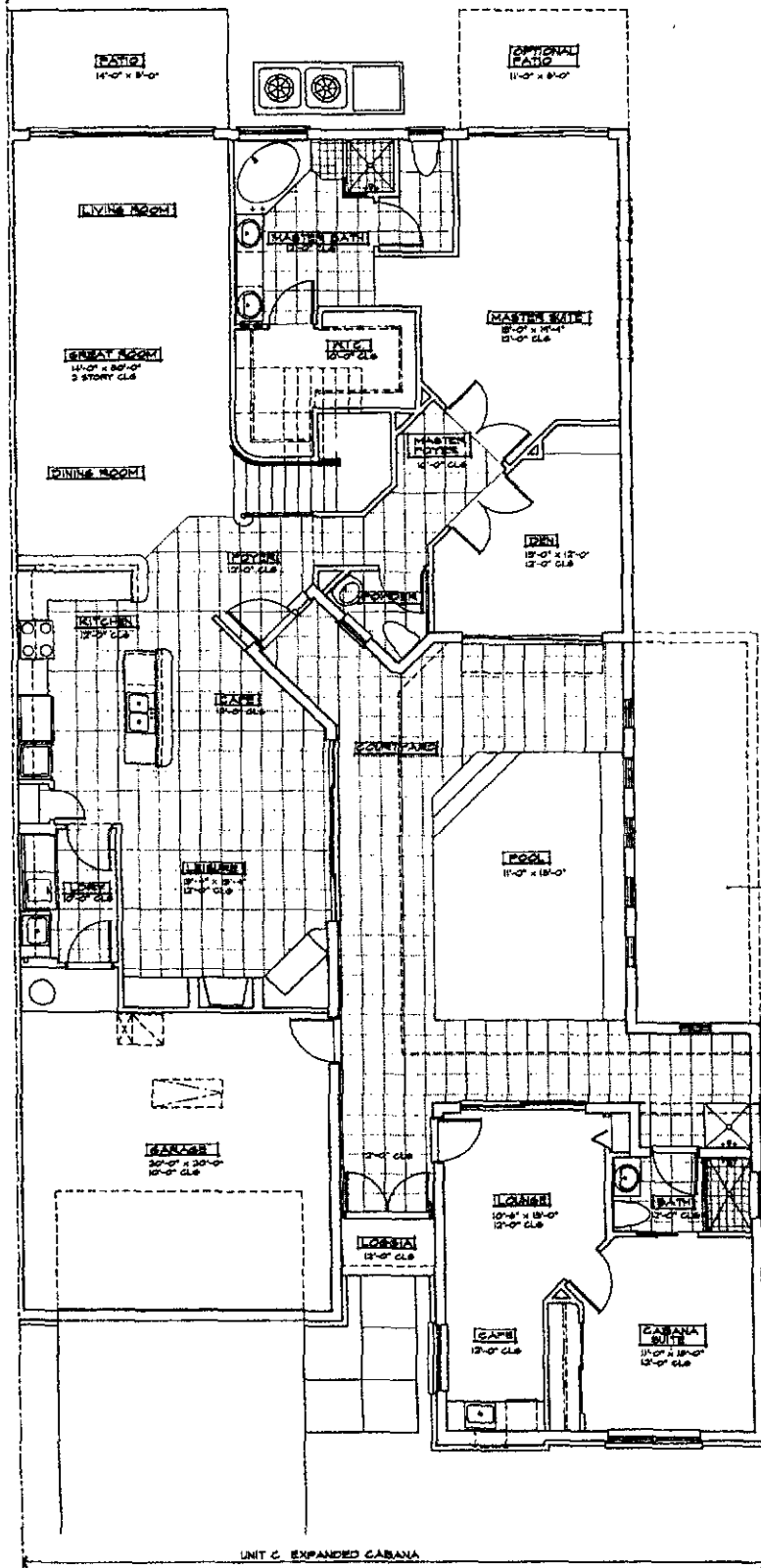
OAK HAMMOCK
HARBOR VILLAGE
POND LIGHTHOUSE PROPERTIES, INC.
FLORIDA

PROJECT NO. 1000
DESIGNED BY
DRAWN BY
CHECKED BY
DATE

UNIT C BASE

OHC1
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

SHEET
C
BASE



OHC6

AREA TABULATION	
FIRST FLOOR	1,875 S.F.
SECOND FLOOR	124 S.F.
CABANA	481 S.F.
TOTAL A/C	5,065 S.F.
LOBBIA	28 S.F.
COURTYARD	492 S.F.
GARAGE	454 S.F.
TOTAL	4,474 S.F.

OHC2

AREA TABULATION	
FIRST FLOOR	1,875 S.F.
SECOND FLOOR	124 S.F.
CABANA	481 S.F.
TOTAL A/C	5,065 S.F.
LOBBIA	28 S.F.
COURTYARD	123 S.F.
GARAGE	454 S.F.
TOTAL	4,370 S.F.

NOTE: SECOND FLOOR = OHC7

OHC2
FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

EVANS
ARCHITECTURE & PLANNING

1000 NORTH DIXIE AVENUE
SUITE 100, FORT LAUDERDALE, FL 33304
TEL: 774-888-8888
FAX: 774-888-8888

REVISIONS

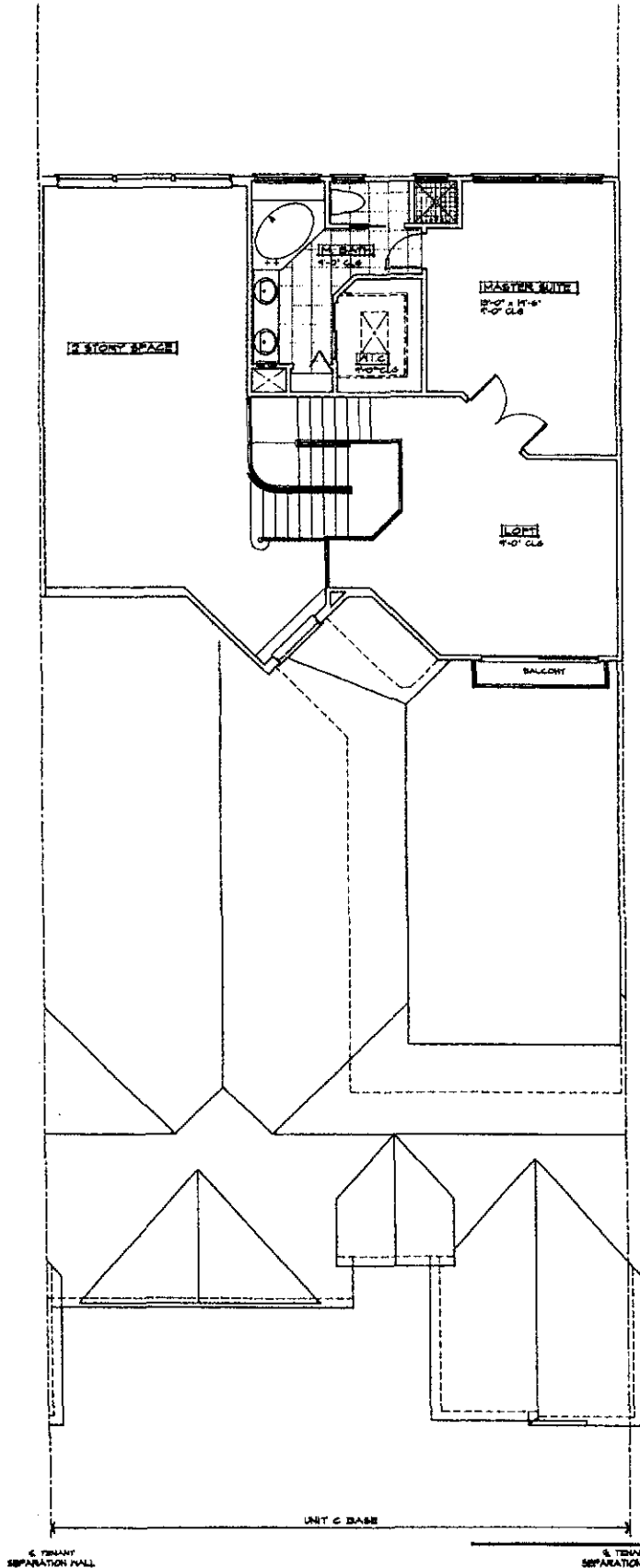
NO.	DATE	DESCRIPTION
1	10/10/00	ISSUED FOR PERMIT
2	10/10/00	ISSUED FOR PERMIT

FIRST FLOOR PLAN

OAK HAMMOCK
HARBOR VILLAGE
POND LIGHTHOUSE PROPERTIES, INC.
FORT LAUDERDALE, FLORIDA

SHEET
C
EXPANDED CABANA

EXPANDED



REVISED 10/10/2010
REVISED 10/10/2010
REVISED 10/10/2010
REVISED 10/10/2010

EVANS
ARCHITECTURE & PLANNING

REVISIONS
1. 10/10/2010 - 10/10/2010
2. 10/10/2010 - 10/10/2010

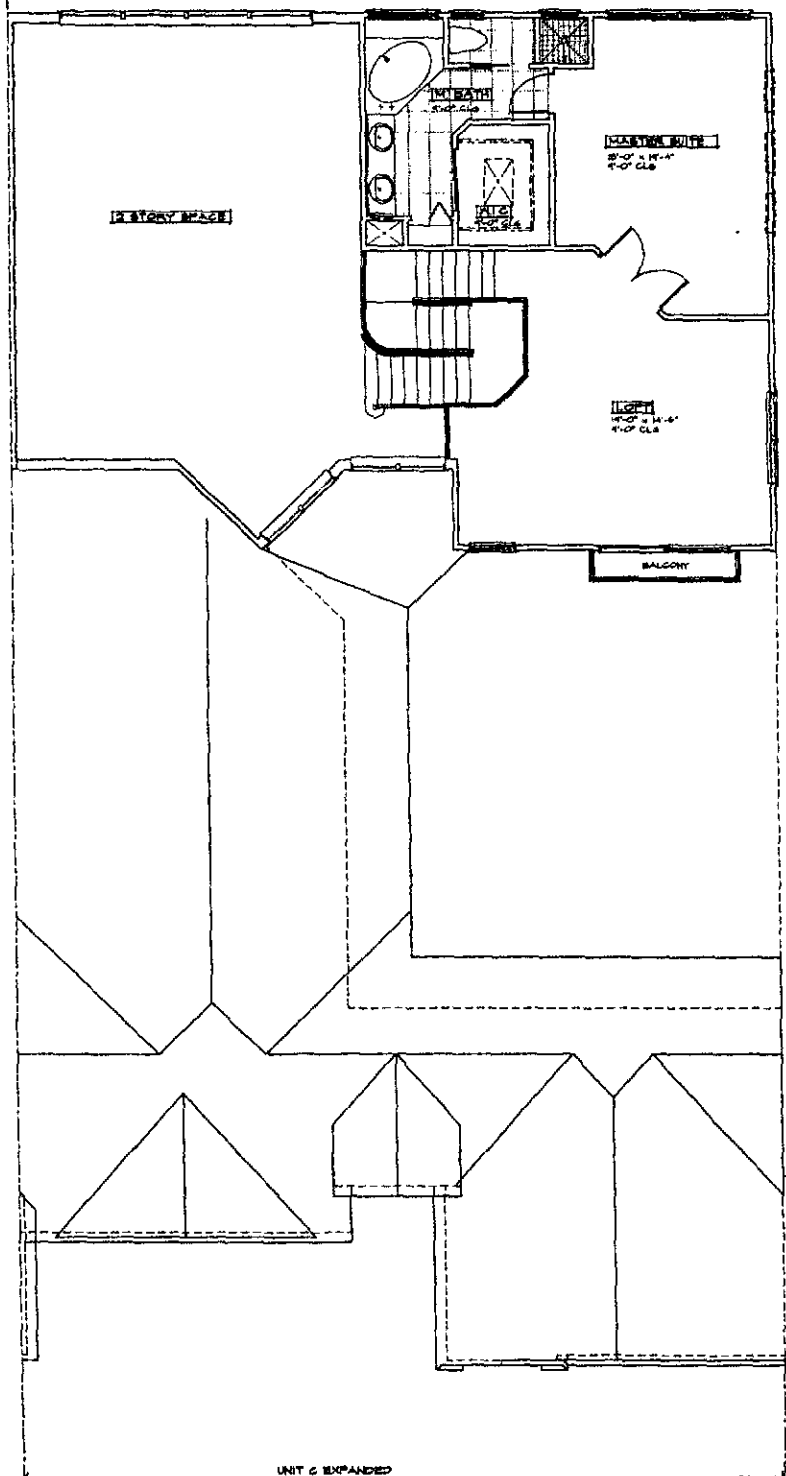
SECOND FLOOR PLAN
OAK HAMMOCK
HARBOR VILLAGE
PONCE LIGHTHOUSE PROPERTIES, INC.
FLORIDA

PROJECT # 100000
DATE 10/10/2010
DRAWN BY J. EVANS
CHECKED BY J. EVANS
DATE 10/10/2010

SHEET
C

SECOND FLOOR OPTION

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OHC8
SECOND FLOOR PLAN

C	SHEET	SECOND FLOOR OF	PROJECT E: OWNER: JPMORGAN ARCHITECT: JPMORGAN DATE:	OAK HAMMOCK AT HARBOR VILLAGE PONCE LIGHTHOUSE PROPERTIES, INC. PONCE INLET FLORIDA	SECOND FLOOR PLAN	REVISIONS
						1. ADD 2nd - SECOND FLOOR 7.000.00

EXHIBIT C TO DECLARATION OF CONDOMINIUM

OAK HAMMOCK COURTYARD ASSOCIATION, INC.
Fractional Ownership Interest

Address	Fractional Ownership Interest
4620 Oak Hammock Court	1/18TH
4618 Oak Hammock Court	1/18TH
4616 Oak Hammock Court	1/18TH
4614 Oak Hammock Court	1/18TH
4612 Oak Hammock Court	1/18TH
4610 Oak Hammock Court	1/18TH
4608 Oak Hammock Court	1/18TH
4606 Oak Hammock Court	1/18TH
4605 Oak Hammock Court	1/18TH
4607 Oak Hammock Court	1/18TH
4609 Oak Hammock Court	1/18TH
4611 Oak Hammock Court	1/18TH
4613 Oak Hammock Court	1/18TH
4615 Oak Hammock Court	1/18TH
4617 Oak Hammock Court	1/18TH
4619 Oak Hammock Court	1/18TH
4621 Oak Hammock Court	1/18TH
4623 Oak Hammock Court	1/18TH

EXHIBIT C TO DECLARATION OF
CONDOMINIUM

FILED STATE
SECRETARY OF FLORIDA
TALLAHASSEE, FLORIDA
02 MAY - 7 AM 8:42

ARTICLES OF INCORPORATION OF

OAK HAMMOCK ASSOCIATION, INC.

A Florida Not for Profit Corporation

STATE OF FLORIDA)
) ss
COUNTY OF VOLUSIA)

THE UNDERSIGNED hereby make, subscribe, swear, acknowledge and file these Articles of Incorporation for OAK HAMMOCK ASSOCIATION, INC.

1. NAME

The name of the corporation shall be OAK HAMMOCK ASSOCIATION, INC., hereinafter referred to as the "Association".

2. PURPOSE

In accordance with the provisions of Chapter 718, Florida Statutes, the "Condominium Act", a condominium will be created upon certain lands in Volusia County, Florida, to be known as OAK HAMMOCK ESTATES at Harbour Village, A Condominium (the "Condominium") according to a Declaration of Condominium (the "Declaration") to be recorded in the Public Records of Volusia County, Florida. This Association is organized for the purpose of operating, governing, administering and managing the property and affairs of the Condominium and to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, the By-Laws and the Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in the Association's capacity as a condominium association.

3. POWERS

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

3.1 The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the

Declaration, all the powers conferred by the Condominium Act upon a condominium association and all the powers set forth in the Declaration.

3.2 The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

- (a) To operate and manage the Condominium and Common Elements in accordance with the purpose and intent contained in the Declaration;
- (b) To make and collect assessments against members to defray the costs of the Condominium;
- (c) To use the proceeds of assessments in the exercise of its powers and duties;
- (d) To maintain, repair, replace and operate the Common Elements;
- (e) To reconstruct improvements upon the Condominium Property after casualty and to further improve the property;
- (f) To make and amend By-Laws and regulations respecting the use of the Condominium Property and to enforce same;
- (g) To enforce the provisions of the Declaration and these Articles;
- (h) To provide for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the Common Elements. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association;
- (i) To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

3.3 All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents. No part of the income, if any, of the Association shall be distributed to the members, directors, and officers of the Association.

3.4 The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration which governs the use of the Condominium Property.

4. MEMBERS

4.1 All Unit Owners in the Condominium who have been approved by the Association shall automatically be members of the Association, and their membership shall automatically terminate when they are no longer Unit Owners. If a member should transfer his Unit pursuant to the provisions of the Declaration, the grantee will automatically be a member of the Association. Membership certificates will not be issued.

4.2 Each Unit Owner is entitled to vote its Voting Interest, as defined in and in accordance with the Declaration and in accordance with the By-Laws. An entity or several individuals owning a Unit shall designate one (1) voting member for the Unit(s) which they own, as set forth in the Declaration and By-Laws.

4.3 The share of a member in the funds and assets of the Association shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Units.

5. EXISTENCE

The Association shall have perpetual existence.

6. SUBSCRIBER

The name and address of the subscriber hereto is Richard A. Friedman, 4620 S. Atlantic Avenue, Ponce Inlet, Florida 32127.

7. DIRECTORS

7.1 The affairs and property of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than seven (7) Directors. The first Board of Directors shall have three (3) members, and the number of Directors on subsequent Boards will be determined from time to time in accordance with the provisions of the By-Laws of the Association.

7.2 Except for Directors appointed by the Developer in accordance with the Declaration, the Board of Directors shall consist of voting members of the Association. The voting members shall be the individual Unit Owners, except that when multiple individuals, or any corporation, partnership trust or other entity owns a single Unit, a voting member shall be designated for such Unit Owner(s) in accordance with the By-Laws of the Association.

7.3 Directors shall each serve a one (1) year term, except that a director's term shall end when he or she is no longer a voting member.

7.4 All Officers shall be elected by the Board of Directors in accordance with the By-Laws at regular, annual meetings of the Board of Directors, to be held as provided in the By-Laws.

7.5 The following persons shall constitute the first Board of Directors, and shall hold office and serve in accordance with Article 7.3 herein.

<u>Name</u>	<u>Address</u>
Richard A. Friedman	4620 South Atlantic Avenue Ponce Inlet, Florida 32127
Fred Treadway	4620 South Atlantic Avenue Ponce Inlet, Florida 32127
Charles Callea	4620 South Atlantic Avenue Ponce Inlet, Florida 32127

8. OFFICERS

Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by the officers designated in the By-Laws. The names and titles of the officers who shall serve for the first year of the Association's existence are as follows:

<u>Name</u>	<u>Title</u>
Richard Friedman	President
Fred Treadway	Vice-President/Assistant Secretary
Charles Callea	Secretary/Treasurer

9. BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors and shall be attached to the Declaration to be filed in the public records of Volusia County, Florida. The By-Laws may be altered, amended, or rescinded only in the manner provided in the By-Laws.

10. AMENDMENTS

10.1 A majority of the voting members may propose alterations, amendments to, or the rescission of these Articles, so long as the proposals do not conflict with the Condominium Act or the Declaration. Such proposals shall set forth the proposed alteration, amendment, or rescission; shall be in writing; shall be filed by any two members and shall be delivered to the President of the Association, who shall thereupon call a Special Meeting of the members not less than ten (10) days nor later than thirty (30) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided in the By-Laws. An affirmative vote of eighty percent (80%) of the voting members of the Association shall be required for the adoption of the proposed alteration, amendment or rescission.

10.2 Any voting member may waive any or all of the requirements of this Article as to notice or proposals to the President of the Association for the alteration, amendment, or rescission of these Articles. Such waiver may occur before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

11. INDEMNIFICATION OF OFFICERS AND DIRECTORS

11.1 Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him in which he may become involved, by reason of his being or having been a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder same shall apply only if the Board of Directors approves such settlement or reimbursement as being in the interests of the Association. Such approval shall be made by a majority vote of a quorum consisting of Directors who were not parties to such proceedings. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

12. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

12.1 No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, trust or other organization in which one or more of its Directors or Officers are Directors or Officers, or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

12.2 Interested Officers and Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

13. PRINCIPAL OFFICE

The Association's principal office shall be at 4620 South Atlantic Avenue, Ponce Inlet, Florida 32127.

14. ADDRESS OF REGISTERED OFFICE

The street address of the registered office of this Association in the State of Florida shall be 4620 S. Atlantic Avenue, Ponce Inlet, Florida 32127. The name of the initial registered agent shall be Richard A. Friedman.

15. MEETINGS BY CONFERENCE TELEPHONE

The Board may hold its meetings by means of conference telephone as provided by Section 607.131 and 607.007, Florida Statutes.

IN WITNESS WHEREOF, the subscriber has sworn to and executed these Articles, at Daytona Beach, Volusia County, Florida this 3rd day of May, 2002.



Richard A. Friedman

SWORN TO AND ACKNOWLEDGED BEFORE ME this 3rd day of May, 2002, at Daytona Beach, Volusia County, Florida, by Richard A. Friedman, personally known to me to be the person who executed these Articles of Incorporation.


NOTARY PUBLIC STATE OF FLORIDA AT LARGE

Printed Notary Name

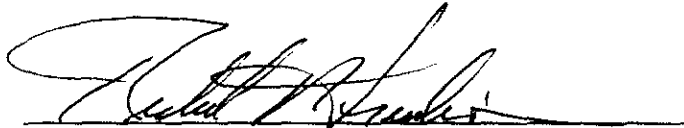
My Commission Expires:

 Peggy Beckwith
My Commission CC89453
Expires November 21 2003

ACCEPTANCE OF APPOINTMENT BY RESIDENT AGENT

The undersigned, Richard Friedman, hereby accepts appointment as the Resident Agent for OAK HAMMOCK ASSOCIATION, INC., and does agree to accept service of process on behalf of the Association and to forward same to the appropriate corporate officer. The undersigned is familiar with and accepts the obligations provided for in Florida Statutes Section 607.324.

WITNESS my hand this 3rd day of May, 2002.


Richard Friedman

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
02 MAY - 7 AM 8:42

EXHIBIT "E" TO DECLARATION OF CONDOMINIUM

BY-LAWS
OF
OAK HAMMOCK ASSOCIATION, INC.

1. GENERAL:

1.1 **Name:** The name of the corporation is **OAK HAMMOCK ASSOCIATION, INC.**, hereinafter referred to as the "Association".

1.2 **Principal Office:** The principal office of the Association shall be at 4620 South Atlantic Avenue, Ponce Inlet, Florida. All books and records of the Association shall be kept at the principal office.

1.3 **Definitions:** Terms defined in the Declaration of Condominium for OAK HAMMOCK ESTATES at Harbour Village, a Condominium, (the "Declaration") shall mean the same herein. "Division" shall mean the Division of Florida Land Sales, Condominiums and Mobile Homes. "Condominium" shall mean OAK HAMMOCK ESTATES at Harbour Village, a Condominium.

2. DIRECTORS:

2.1 **Powers:** The property and business of the Association shall be managed by the Board of Directors ("Board"), which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration to which these By-Laws are attached.

2.2 **Number and Term:** There shall be not less than three (3) nor more than seven (7) members of the Board as determined by the members at the annual or a special meeting. Except for the initial Directors designated in the Articles of Incorporation and any other Directors selected by the Developer, a Director shall be elected to serve for a term of one (1) year, as such term may be shortened in accordance with the Articles of Incorporation, or lengthened until a successor has been elected and qualified. The first Board shall have three (3) members. Except for Directors appointed by the Developer, all members of the Board shall be "voting members" of the Association, as such term is defined in Section 13.2 of the Declaration. If the number of Directors falls below three (3), a special members' meeting shall be called for the purpose of filling vacancies.

2.3 Election of Directors: If there are more nominees for membership on the Board than there are vacancies, then each voting member shall be entitled to cast the same number of votes as there are vacancies, and the nominees with the highest number of votes shall be elected.

2.4 Vacancy and Replacement: If the office of any Director becomes vacant by virtue of any reason, other than recall, a majority of the remaining Directors, even if less than a quorum, at a special meeting duly called for this purpose, shall choose a successor, who shall hold office until the next regularly scheduled election for any position, regardless of whether the Board seat to which the member was appointed or elected is scheduled to be filled at that election. In the alternative to Board appointment, the Board may hold an election to fill the vacancy, in which case the election shall conform to the procedures in Florida Statute Section 718.112(2)(d)(3) and Rule [REDACTED] 13) of the Florida Administrative Code, as same may be amended. Notwithstanding the foregoing, the Developer shall be empowered to remove or replace at any time any Director originally selected by the Developer. Other than Directors appointed by the Developer, no Director shall continue to serve on the Board if, during the term of his office, his membership in the Association shall be terminated for any reason whatsoever.

2.5 Removal: Except for Directors appointed by the Developer, Directors may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all voting members. A special meeting of the voting members to recall a Director or Directors may be called by ten percent (10%) of the voting members giving notice of the meeting as required in Article 6 of these By-laws, and the notice shall state the purpose of the meeting.

2.6 Unit Owners' Right to Elect Directors:

(a) The first Board of Directors designated in the Articles of Incorporation shall hold office and exercise all the power of the Board of Directors.

(b) When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium, the Unit Owners other than the Developer shall be entitled to elect not less than one third (1/3) of the members of the Board. Unit Owners other than the Developer shall be entitled to elect not less than

a majority of the members of the Board upon the first to occur of the following events:

- (i) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (ii) three (3) months after ninety percent (90%) of the Units that will be operated ultimately the Association have been conveyed to purchasers;
- (iii) when all of 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; or
- (iv) 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
- (v) seven (7) years after recording the Declaration.

(c) Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board, the Association shall call (and give not less than sixty (60) days notice of) a meeting of the Unit Owners to elect those Board members. The meeting may be called and notice given by any Unit Owner if the Association fails to do so.

(d) As long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the number of Units in the Condominium, the Developer shall be entitled to elect at least one (1) member of the Board.

(e) In no event shall proxies be used to elect Directors.

2.7 Compensation: Neither Directors nor officers shall receive compensation for their services as such.

2.8 Meetings:

(a) The first meeting of each new Board shall be held immediately upon adjournment of the meeting at which it was elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the voting members' annual meeting, and immediately after the adjournment of same.

(b) Special Board meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram to each Director at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

(c) Meetings of the Board at which a quorum of members is present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The right to tape record and video tape meetings shall be subject to rules adopted by the Division. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of all Board meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance, except in an emergency. Board meeting notices shall specifically include identification of agenda items. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the Board. Written notice of any meeting at which non-emergency special assessments or at which amendment to rules regarding Unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day requirement shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of Board meetings shall be posted. If there is no Condominium Property or Association property on which the notice can be posted, notices of Board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to each Unit Owner. Notice of any meeting where regular assessments are to be considered for any reason shall contain a statement that regular assessments will be considered and the nature of any such assessments. Meetings of a committee to take

final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this section. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this section.

(d) Two thirds (2/3) of the total number of Directors shall constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting to a time not earlier than forty-eight (48) hours from the time of the original meeting and shall post notice of such adjourned meeting in accordance with section (c) above.

2.9 Order of Business: The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Roll call and quorum determination;
- (b) Reading of minutes of last meeting;
- (c) Consideration of communications;
- (d) Resignations and elections;
- (e) Reports of officers and employees;
- (f) Reports of committees;
- (g) Unfinished business;
- (h) Original resolutions and new business; and
- (i) Adjournment.

2.10 Notice of Date of Election: Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or in another Association mailing or in regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the secretary of the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda

of the Board required in section 2.8(c) above, the Association shall mail or deliver to all Unit Owners entitled to vote, a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The voting shall be in accordance with rules established by the Division concerning voting procedures consistent with the provisions contained herein, including rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement or minimum number of votes necessary for election of members of the Board; however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Florida Statutes §101.051 may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with Florida Statute §718.303. The regular election shall occur on the date of the annual meeting.

3. OFFICERS:

3.1 Executive Officers: The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board. Any two (2) of said offices may be held by one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association.

3.2 Subordinate Officers: The Board may appoint such other officers and agents as they may deem necessary, all of whom shall hold office at the pleasure of the Board and shall have such authority and perform such duties as from time to time may be prescribed by the Board.

3.3 Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board. The Board may delegate powers of removal of subordinate officers and agents to any officer.

3.4 The President:

(a) The President shall preside at all meetings of the members and Board and shall see that all orders and resolutions of the Board are carried into effect;

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(b) The President shall be an ex-officio member of all Association committees, and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation;

(c) The President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association, except where the signing and execution thereof shall be delegated by the Board to another officer or agent; and

(d) The President must be a Director of the Association.

3.5 The Vice-President:

The Vice-President shall be vested with all powers required to perform all duties of the President in the President's absence and with such other duties as may be prescribed by the Board.

3.6 The Secretary and Assistant Secretary:

(a) The Secretary shall keep the minutes of the meetings of the voting members and of the Board in one or more books provided for that purpose; the minute books shall be available for inspection at reasonable times by Unit Owners, or their authorized representatives, and by Board members; The minutes shall be retained for a period of not less than seven (7) years;

(b) The Secretary shall see that all notices are duly given in accordance with the provisions of the Condominium documents or as required by law;

(c) The Secretary shall be custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents whose execution under Association seal is duly authorized in accordance with these By-Laws;

(d) The Secretary shall keep a register of the post office address of each Unit Owner;

(e) In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

(f) An Assistant Secretary may perform the duties of the Secretary when the Secretary is absent.

3.7 The Treasurer:

(a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board.

(b) The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Board, at regular meetings of the Board, or whenever they may require it, an account of all Association financial transactions and of the financial condition of the Association.

(c) The Treasurer may be required to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of the Treasurer's office, and the restoration to the Association, in case of death, resignation or removal from office, all books, papers, vouchers, money or other property of whatever kind in the Treasurer's possession belonging to the Association. Any bond shall be a Common Expense of the Association.

3.8 Vacancies: If any of the Association offices becomes vacant for any reason, the Board, by a majority vote, shall choose a successor who shall hold office for the unexpired vacated term.

3.9 Resignations: Any Director or Officer may resign his or her office at any time, by written resignation to take effect from time of its receipt by the Association, or as otherwise stated in the resignation.

4. POWERS AND DUTIES OF THE ASSOCIATION:

The Association shall have all powers granted to a Condominium Association by Chapter 718 of the Florida Statutes and any other applicable law, and by the Articles of Incorporation and these By-Laws, if not inconsistent with the law. All Association powers shall be exercised by the Board.

5. MEMBERSHIP:

5.1 Definition: Voting membership in the Association shall be limited to Unit Owners in the Condominium as more particularly provided in Article 13.2 of the Declaration.

5.2 Transfer of Membership and Ownership: Membership in the Association shall be transferred only as an incident to the transfer of a Condominium Parcel, and such transfer shall be subject to the procedures set forth in the Declaration of Condominium.

5.3 Plural Ownership: Membership may be held in the names of more than one person, in which event, all of the Unit Owners shall be entitled collectively to one (1) vote which may not be divided. The plural Unit Owners must file a certificate designating a voting member in accordance with Section 6.7 of these By-Laws.

5.4 Ownership by a Legal Entity: Membership may be held by a corporation, partnership, trust or other legal entity. Such entity must designate a voting member in accordance with Section 6.7 of these By-Laws.

6. MEETINGS OF MEMBERSHIP:

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

6.2 Annual Meeting:

(a) The first annual meeting of the members shall be held within seven (7) days of the recording of the Declaration in the Public Records of Volusia County, Florida. Each subsequent regular annual meeting of the members shall be held on the second Wednesday of the month of February of each year thereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. If the meeting is rescheduled, the officers elected at the last Directors' meeting will hold office until the annual meeting is held.

(b) At the annual meeting, the members, by a majority vote, shall transact such business as may properly come before the meeting.

(c) Written notice of the annual meeting, which notice shall incorporate an identification of agenda items, shall be given to each Unit Owner and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days preceding the annual meeting. The notice of the annual meeting shall be sent by mail to each Unit Owner and the post office certificate of mailing shall be retained as proof of such mailing.

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Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of Unit Owner meetings shall be posted.

6.3 Membership List: At least ten (10) days before every regular meeting of the membership, a complete list of members entitled to vote at said meeting shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days at the office of the Association, and shall be open to examination by any member throughout such time.

6.4 Special Meetings:

(a) Special meetings of the members, for any purpose(s) unless proscribed by law, the Declaration, or the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the written request of one third of the Voting Members. Such request shall state the purpose(s) of the proposed meeting. Special meetings concerning Association budgets which exceed 115% of the prior year's budget as set forth in Section 718.112(2)(e), Florida Statutes and the recall of Board members as set forth in Section 718.112(2)(k), Florida Statutes, may be called upon written application to the Board of ten (10%) percent of the voting interests of the members.

(b) Written notice of a special meeting of members, stating the time, place and purpose(s) thereof, shall be served upon or mailed to each voting member at the address as it appears on the books of the Association, at least five (5) days before such meeting. In connection with meetings concerning budgets which exceed one hundred and fifteen percent (115%) of the prior year's budget, notice shall be given not less than ten (10) days prior to such meeting. In connection with meetings called concerning the recall of Board members, notice shall be given in the same manner as required for a meeting of the Unit Owners.

(c) Business transacted at all special meetings shall be confined to the purpose(s) stated in the notice of the meeting.

(d) Unit Owners may waive notice of special meetings and may take action by written agreement without meetings, if allowed by law, the Declaration of Condominium, and the Articles of Incorporation.

6.5 Quorum: A majority of the voting members of the Association, present in person or represented by written proxy, shall be required for and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise

provided by statute, by the Articles of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the voting members present in person or represented by written proxy, shall have the power to adjourn the meeting to a time not earlier than forty-eight (48) hours from the time of the original meeting and shall post notice of such adjourned meeting in accordance with the provisions of Section 6.2 above.

6.6 Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws a different vote is required, in which case such express provision shall govern. Cumulative voting is prohibited.

6.7 Unit Votes: Each Unit Owner shall be entitled to one (1) vote for each Unit owned. At any meeting of the members, every member entitled to vote may vote in person or by proxy in accordance with Section 6.8. If more than one (1) person or a corporation, partnership or other legal entity owns a Unit, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said Unit. If the certificate is not on file, those Unit Owner(s) shall not be qualified to vote and the vote of such Unit Owner(s) shall not be considered nor shall the presence of said Unit Owner(s) at a meeting be considered in determining whether the quorum requirement has not been met; provided however, if a Unit is owned by individuals, if they are all present at a meeting or if they all sign a proxy, their vote shall count.

6.8 Proxies: Proxies shall only be valid for such meeting or subsequent adjourned meetings thereof and may only be held by another Unit Owner. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. All proxies must be limited proxies conforming substantially to forms adopted by the Division in accordance with Florida Statutes § 718.112(2)(b)2. Only limited proxies may be used for votes taken to waive or reduce reserves, to waive statutory financial statement requirements, to amend the Declaration, to amend the Articles or these By-Laws, and for any other matter which §718 of the Florida Statutes requires or permits votes of Unit Owners. No proxy may be used for electing Board members. General proxies may be used for matters not listed above specifically for limited proxies, and general proxies may be used

for non-substantive changes to items for which a limited proxy is required or given.

6.9 Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of law, the Declaration, the Articles of Incorporation or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with, if all members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall have consented in writing to such action being taken.

6.10 Order of Business: The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Election of Chairman
- (b) Roll Call and Quorum Determination
- (c) Proof of Notice of Meeting or Waiver of Notice
- (d) Reading of Minutes of Prior Meeting
- (e) Officers' Reports
- (f) Committee Reports
- (g) Elections of Directors
- (h) New Business
- (i) Adjournment

6.11 Procedure: Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation, these By-Laws or any provision of law.

6.12 Participation in Meetings: Unit Owners shall have the right to participate in meetings of Unit Owners with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation.