

**BYLAWS OF BLACKROCK HAMMOCK HOMEOWNERS ASSOCIATION, INC.**  
**A Florida Corporation Not for Profit**

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John A. Crawford, Clerk of Court, Nassau County,  
By: KN, Deputy Clerk

**1. IDENTITY & DEFINITIONS.**

1.1. Applicability. The Association was formed on January 28, 1999 pursuant to its Articles of Incorporation (the "Articles"). Pursuant to Article XII of the Articles, the Bylaws of the Association shall be adopted by the Board of Directors (the "Board"). These are the initial Bylaws (the "Bylaws") of Blackrock Hammock Homeowners Association, Inc. (the "Association" or "Blackrock Hammock"), a Florida corporation not for profit organized pursuant to the provisions of Chapters 617 and 720, Florida Statutes, as each may be amended from time to time. The purpose and object of the Association shall be to own, operate, maintain and control the Common Property and operate and manage the Association as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Blackrock Hammock (the "Declaration"). The provisions of these Bylaws are applicable to the Association and are subject to the provisions of the Declaration. All members of the Association, as defined in the Declaration, and their invitees, including, without limitation, all present or future Owners and tenants of Lots in the Blackrock Hammock development and other persons using the Lots or any of the Common Property thereof in any manner, are subject to these Bylaws, the Declaration and the Articles.

1.2 Fiscal Year. The fiscal year of the Association shall be the first day of January through the last day of December.

1.3 Definitions. All capitalized terms herein shall have the meaning assigned to it in the Declaration. If there is any conflict in any defined terms in these Bylaws, then the definitions provided in the Declaration shall prevail. Terms defined in Chapter 720, Florida Statutes (the "HOA Act"), as it may be amended from time to time, but not defined herein shall be deemed to be incorporated herein and shall have that meaning ascribed to them in the HOA Act. If a term is capitalized herein and its meaning is in question and it is not defined herein or in the Declaration or the HOA Act, then the latest edition of Black's Law Dictionary shall define its meaning.

**2. MEMBERSHIP, VOTING, QUORUM. PROXIES.**

2.1 Membership. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to each Lot. Membership shall be transferred automatically by conveyance of the title to any Lot, whereupon the membership of the previous Owner shall automatically terminate. Persons or entities which have an interest in any Lot merely as security for the performance of an obligation shall not be Members of the Association, and in such case, the beneficial Owner shall retain the membership in the Association.

2.2 Quorum. A quorum at meetings of Members shall consist of persons entitled to cast at

thirty percent (30%) of the votes of Members, such votes shall be considered present if in person or by proxy. Unless set forth to the contrary "approval of the Members" shall be deemed to be approval by the majority of votes at a meeting of Members at which a quorum, as determined above, is present in person or by proxy or the written consent of the majority of all votes in the Association. Notwithstanding the foregoing, there is no quorum requirement for an election of Directors. Provided, however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election.

2.3 Voting. The Association shall have one class of voting membership: Class A Members shall be all Owners. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such parcel shall be exercised as they, between themselves determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, and for as long as more than one member holding an interest in that Lot lawfully seeks to exercise it.

2.4 Proxies. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. 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. Every proxy shall be revocable at any time at the pleasure of the owner executing it and may include powers of substitution.

### 3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting of the Members shall be held annually at a location determined by the Board, and at such time as may be specified in the notice of the meeting, by February 28<sup>th</sup> of the year for which the annual meeting is held, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members. [Why not hold annual meetings in November to elect Directors to serve as of January?]

3.2 Special Meetings. Special Meetings of the entire membership of the Association shall be held whenever called by the President or a majority of the Board of Directors and must be called by such officers upon receipt of a written request from Members entitled to cast a majority of the votes of the entire membership.

#### 3.3 Notice of Meetings.

(a) Generally. Written notice of all meetings of Members shall be given by the Secretary or a nominee of a majority of the Board of Directors to each Member unless waived in writing. Each notice shall state the time and place of and purpose for which the meeting is called.

An affidavit of such notice and mailing shall be kept in the official records of the Association as may be required by the HOA Act.

(b) Annual Meeting. Notice of the annual meeting shall be given to each Member not less than fourteen (14) days nor more than thirty (30) days prior to the date set for the meeting, and shall be mailed, electronically delivered, or hand-delivered to each member. When mailed, such notice shall be deemed properly given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association.

(c) Special Meeting. Notice of Special Meetings shall be given to each Member not less than fourteen (14) days prior to the date set for the meeting and shall be mailed by regular mail, electronically delivered, or hand-delivered to the Member in the manner provided above.

(d) Adjourned Meetings. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the latter percentage of attendance may be required as set forth in the Declaration and the Bylaws, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

3.4 Presiding Officer and Minutes. At meetings of Members, the President, or if absent, the Vice President shall preside as chairman, or in the absence of both, the Board members present shall select a chairman of the meeting. Minutes shall be kept pursuant to Chapter 720, Florida Statutes, in a businesslike manner and available for inspection by Directors and members. The Association shall retain these minutes for a period of not less than seven (7) years.

3.5 Order of Business. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (a) Call meeting to order
- (b) Calling of the roll and certifying of proxies
- (c) Establish a quorum
- (d) Proof of notice of meeting
- (e) Reading or waiver of reading of minutes of previous meeting of Members
- (f) Appointment by Chairman of inspectors of elections
- (g) Election of Directors
- (h) Reports of Officers
- (i) Reports of Committees
- (j) Unfinished Business
- (k) New Business
- (l) Adjournment

3.6 Waiver. Any Member may, in writing signed by such Member, waive such notice and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall constitute notice to such Member. Member attendance at a meeting in person or by proxy is deemed waiver of required notice unless such attendance is to object to proper notice.

4. BOARD OF DIRECTORS. Directors shall be elected in the following manner:

4.1 Elections.

(a) Pursuant to Article VII of the Articles, the number of Directors shall be not less than three (3) and no more than seven (7). The Directors are elected at the annual meeting of the Members by a plurality of the votes cast by eligible voters. The number of Directors shall be an odd number.

(b) Term of Officers and Directors shall be two years.

(c) Vacancies on the Board may be filled, through the unexpired term thereof, by appointment of a successor by the remaining Directors even if only one (1) Director remains.

(d) In the election of Directors; there shall be appurtenant to each Lot one (1) vote for each Director to be elected, it being the intent hereof that voting for Directors shall be noncumulative.

(e) Sixty (60) days prior to the annual meeting, the Board shall send out notice of the election and the seats open for election. The notice shall require that eligible, interested Members return their intention to be a candidate in the election to the Board in writing by a date certain. Owners may nominate themselves to be a candidate. Nominations will not be allowed from the floor at the annual meeting and write in nominations are not permitted if no election is required. An election is not required unless more candidates are nominated than vacancies exist. If an election is not required because there are either an equal number or fewer qualified candidates than vacancies exist, write-in nominations are not permitted and such qualified candidates shall commence service on the Board regardless of whether a quorum is attained at the annual meeting.

4.2 Organizational Board Meeting. The organizational meeting of a newly elected or designated Board shall be held immediately after the annual membership meeting or within fifteen (15) days of the election or designation at a Board meeting properly noticed for such purpose. The annual Member meeting and the organizational meeting of the Board may be dual noticed stating the organizational meeting of the Board shall be held immediately following the annual Member meeting.

**4.3 Regular Board Meeting.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or email, at least fourteen (14) days prior to the day named for such meeting, unless notice is waived. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted conspicuously on the community property at least forty-eight (48) hours in advance for the attention of Lot Owners, except in an emergency or as otherwise required by law.

**4.4 Special Meetings.** Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Except in an emergency, or unless notice is waived, not less than two (2) days' notice of a special meeting shall be given to each Director, personally or by mail, telephone or email, which notice shall state the time, place and purpose of the meeting.

**4.5 Notices.** Notice of any meeting where Assessments against Lot Owners are to be determined shall be given to all Members and shall contain a statement that Assessments will be determined and the nature of any such Assessments and shall be noticed at least fourteen (14) days prior to the meeting.

**4.6 Board Minutes.** Minutes of all meetings of the Board shall be kept pursuant to Chapter 720, Florida Statutes, in a businesslike manner and available for inspection by Members and Directors on the Association website. The Association shall retain these minutes for a period of not less than seven (7) years.

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

**4.8 Quorum.**

(a) A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board.

(b) The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Declaration and these Bylaws.

(c) If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purpose is not present, the Directors who are present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**4.9 Action Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**4.10 Removal.** Directors may be removed from office pursuant to Chapter 720, Florida Statutes, as may be amended.

**4.11 Presiding Officer.** The presiding officer of meetings of the Board shall be the President of the Association. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors present shall designate one of their numbers to preside.

**4.12 Powers and Duties.** All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Declaration, the Articles and these Bylaws. Such powers and duties shall be exercised in accordance with the Declaration, the Articles and these Bylaws, and shall include, without limitation, the right, power and authority to:

(a) Make, levy and collect Assessments against Members and Members' Lots for the purposes, and in the manner, provided in the Declaration, the provisions of which are incorporated herein by reference;

(b) Own, maintain, repair, replace, operate and manage the Common Areas and roadways and utilities in the Blackrock Hammock development wherever the same is required to be done and accomplished by the Association for the benefit of Members; repair and reconstruct improvements in said Common Areas and easements after casualty;

(c) Make and amend regulations governing the use of the Common Areas and the Lots in the Blackrock Hammock development, real and personal, provided that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration;

(d) If approved by the Association, contract for the management and maintenance of the property owned by the Association and to authorize a management agent to assist the Association in carrying out its powers and duties. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(e) Enforce by legal means the provisions of the Declaration, the Articles, these Bylaws, and all regulations governing use of the Property;

(f) Pay all taxes and Assessments which are liens against any part of the Blackrock

Hammock development other than Lots and the appurtenances thereto, and assess the same against the Members and their respective Lots subject to such liens;

(g) Carry insurance for the protection of Members and the Association against casualty and liability, including Directors' liability insurance;

(h) Pay all costs of power, water, sewer and other utility services rendered to the Blackrock Hammock development or to the Association and not billed to the Owners of the separate Lots;

(i) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

(j) Appoint chairman and members of the Architectural Review Board ("ARB") annually.

(k) Supervise all officers, agents and employees of the Association;

(l) Cause to be kept a complete record of all the Association's acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting.

(m) Levy reasonable fines pursuant to 720.305(2), Florida Statutes. A fine may exceed \$100 per violation against any Member or any Member's tenant, guest, or invitee for the failure of the Owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Bylaws, or reasonable rules of the Association. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing and the fine may exceed \$1,000 in the aggregate. A fine of less than \$1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court. Imposing a fine requires proper notice and hearing.

(n) Pursuant to Section 720.305(2), Florida Statutes, the Association may suspend, for a reasonable period of time, the right of a Member, or a Member's tenant, guest, or invitee, to use Common Areas and Shared Facilities for the failure of the Owner of the Parcel or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Bylaws, or Reasonable Rules of the Association upon proper notice and hearing.

(o) If a Member is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's tenant, guest, or invitee, to use common areas and Shared Facilities and may suspend the voting rights of the Member until the fee, fine, or other monetary obligation

is paid in full. The suspensions in this paragraph for nonpayment of monetary obligation must be approved at a properly noticed Board meeting. Upon approval by the Board, the Association must notify the Parcel Owner and, if applicable, the Parcel Owner's occupant, licensee, or invitee by mail or hand delivery.

A voting interest or consent right allocated to a Parcel or Member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under the Florida Statutes or pursuant to the governing documents.

(p) Perform such other duties not contrary to the limits, if any, set forth in the Articles and Bylaws and the HOA Act.

## 5. OFFICERS.

5.1 Generally. Members elect the Directors of the Board. Once the Board is elected by the Membership, the Board holds an organizational meeting. At the organizational meeting, the Board shall elect a President, Vice President, Secretary, and Treasurer.

5.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

5.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officers shall sooner resign, or shall be removed, or otherwise disqualified to serve.

5.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officers may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective

5.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The



officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**5.7 Multiple Offices.** The offices of secretary and treasurer and the offices of vice president and secretary may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices.

**5.8 President.** The President shall be the executive officer of the Board and shall have the duties and powers vested in the president of a non-profit corporation of similar size including:

- (a) Preside over meetings
- (b) Establish meeting agendas
- (c) Call for votes and announce results
- (d) Sign Association contracts and legal documents
- (e) Appoint committees form among Members as agreed by a majority vote of the Board. Committees may include Landscaping, Facilities and Maintenance, Communications, and Activities
- (f) Additional powers as the Board may designate

**5.9 Vice President.** The Vice president shall, in the absence or disability of the President, exercise the powers and perform the duties of president. The Vice President shall also generally assist the President and exercise such other powers and have such additional powers as the Board may designate.

**5.10 Secretary.** The secretary shall record the votes and keep the minutes of all proceedings of the Board and the Members, attend to the affairs of the Association, record the votes, keep the corporate seal, if there is a seal, serve notice of meetings, keep all corporate minutes, and shall have such additional powers as the Board may designate. If a property manager serves the Association, then the property manager may perform these functions as overseen by the Secretary. Upon approval of a majority of the Board some duties may be delegated to voluntary members.

**5.11 Treasurer.** The Treasurer shall have custody of all of the records and property of the Association including funds, securities and evidence of indebtedness; shall keep the Assessment roll and accounts of the Members; shall keep the books of the Association in accordance with good accounting practices, and shall perform all other duties incident to the office of Treasurer, cause an annual audit, or other financial review, to be made as required by Chapter 720, Florida Statutes, and shall cause a statement of income and expenditures to be presented to the Membership at its regular annual meeting and deliver a copy to each Member. If a property manager serves the Association, then the property manager may perform these functions as overseen by the Treasurer. The Treasurer shall have such additional powers as the Board may designate. Upon approval of a majority of the Board some duties may be delegated to voluntary

members.

**5.12 Compensation.** A director, officer, or committee member of the Association may not directly receive any salary or compensation from the Association for the performance of duties as a Director, officer, or committee Member and may not in any other way benefit financially from service to the Association. This subsection does not preclude:

(a) Participation by such person in a financial benefit accruing to all or a significant number of Members as a result of actions lawfully taken by the Board or a committee of which he or she is a Member, including, but not limited to, routine maintenance, repair, or replacement of community assets.

(b) Reimbursement for out-of-pocket expenses incurred by such person on behalf of the Association, subject to approval in accordance with procedures established by the Association's governing documents or, in the absence of such procedures, in accordance with an approval process established by the Board.

(c) Any recovery of insurance proceeds derived from a policy of insurance maintained by the Association for the benefit of the Members.

(d) Any fee or compensation authorized in the governing documents.

(e) Any fee or compensation authorized in advance by a vote of a majority of the voting interests voting in person or by proxy at a meeting of the Members.

If the Association enters into a contract or other transaction with any of its Directors or a corporation, firm, association that is not an affiliated homeowners' association, or other entity in which an Association Director is also a director or officer or is financially interested, the Board must:

(a) Comply with the requirements of Section 617.0832, Florida Statutes.

(b) Enter the disclosures required by Section 617.0832, Florida Statutes, into the written minutes of the meeting.

(c) Approve the contract or other transaction by an affirmative vote of two-thirds (2/3) of the Directors present.

(d) At the next regular or special meeting of the Members, disclose the existence of the contract or other transaction to the Members. Upon motion of any Member, the contract or transaction shall be brought up for a vote and may be canceled by a majority vote of the Members present. If the Members cancel the contract, the Association is only liable for the reasonable value

of goods and services provided up to the time of cancellation and is not liable for any termination fee, liquidated damages, or other penalty for such cancellation.

An officer, Director, or manager may not solicit, offer to accept, or accept any good or service of value for which consideration has not been provided for his or her benefit or for the benefit of a Member of his or her immediate family from any person providing or proposing to provide goods or services to the Association. If the Board finds that an officer or Director has violated this section, the Board shall immediately remove the officer or Director from office. The vacancy shall be filled according to law until the end of the Director's term of office. However, an officer, Director, or manager may accept food to be consumed at a business meeting with a value of less than \$25 per individual or a service or good received in connection with trade fairs or education programs.

6. **FISCAL MANAGEMENT.** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 **Books and Accounts.** Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with standard accounting procedures for seven (7) years. Written summaries shall be supplied at least annually to members. Such records shall include, but not be limited to:

(a) A record of all receipts and expenditures.

(b) An account for each Lot which shall designate the name and address of the Lot Owner, the amount of each Assessment, dates and amounts in which the Assessments come due, the amounts paid upon the account and the balance due.

(c) all tax returns, financial statements and financial reports of the Association.

(d) any other records that identify, measure, record or communicate financial information.

6.2 **Inspection of Books.** Required financial reports and the membership records shall be maintained and shall be available to members for inspection during normal business hours. The Association shall issue an annual financial report to Lot Owners.

6.3 **Annual Budget.** On or before the first day of December of each year, the Board shall adopt, for the next fiscal year, a budget showing the estimated cost of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the common expenses, which shall include without limitation, the cost of operating and maintaining the Common Property, taxes on Association property, management, legal and accounting fees, office supplies, public

utility services not metered or charged separately to Lots, premiums for insurance carried by the Association and the reserve accounts and/or funds which may be established from time to time by the Board. Copies of the proposed budget and proposed Assessments shall be transmitted to each member on or before the fifteen day of December preceding the fiscal year to which the budget applies. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such Assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and Assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional Assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

**6.4 Notice of Adopted Budgets.** Upon adoption of budgets, a copy will be posted to the Association website if one is maintained by the Association. The Association shall provide written notice to each Member that a copy of the budget is available at no charge to the Member. If requested, the budget must be provided to the Member within ten (10) days. Assessments shall be made against Members pursuant to procedures established by the Board, and in accordance with terms of the Declaration. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

**6.5 Annual Assessments.** Unless otherwise determined by the Board of Directors, annual Assessments shall be payable semi-annually on the first day of January and July. If an annual Assessment is not adopted as required, an Assessment shall be presumed to have been made in the amount of the last prior annual Assessment, until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board.

**6.6 Special Assessments.** Special Assessments, if required and approved by the Members at a duly convened meeting as provided in the Declaration, shall be levied and paid in the same manner as heretofore provided for annual Assessments. Special Assessments are: (i) those chargeable to all Members in the same proportions as annual Assessments to meet shortages, to construct, reconstruct, repair or replace all or any part of the Common Area (including fixtures and personal property related thereto). Special Assessments shall have the consent of Owners holding two thirds ( $\frac{2}{3}$ ) of the votes in the Association voting in person or by proxy at a regular meeting or a special meeting called for that purpose for which a quorum is present.

**6.7 Emergency Assessments.** The Association may also levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect all the Common Property or Members of the Association, including, after depletion of any applicable reserves, any unexpected expenditures not provided for by the Budget or unanticipated increases in the

amounts budgeted. Any Emergency Assessment shall be due and payable at the time and the manner specified by the Board of Directors.

6.8 The Depository. The depository of the Association shall be such bank or banks or savings and loan Associations or Associations 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 or withdrawals signed by such persons as are authorized by the Directors. In the event there is a contract with a management company, the management agreement may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

6.9 Audit. The Board of Directors from time to time may compile, review, or audit financial statements of the Association.

6.10 Insurance or Fidelity Bond. The Association shall maintain insurance or a fidelity bond for 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 subsection, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association. The Association shall bear the cost of any insurance or bond. If annually approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the Association.

7. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the Declaration, the Articles, or these Bylaws.

8. AMENDMENTS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

8.1 Proposal. Amendments to these Bylaws may be proposed by the Board, acting upon a vote of a majority of the Directors, or by Members owning a majority of the Lots whether meeting as Members or by instrument in writing signed by them.

8.2 Notice. Amendments to these Bylaws may be considered and adopted at any duly convened meeting of the Board or Members provided that prior written notice of said meeting specifying the proposed amendment has been given to all Directors and Members at least fourteen (14) days prior to the meeting, or said notice is appropriately waived by written waiver.

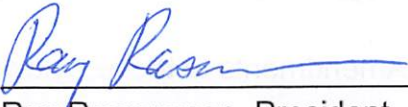
8.3 Content of Amendment. No provision in the Bylaws shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions shall contain the full

text of the provision to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of provision See document ... for present text". Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

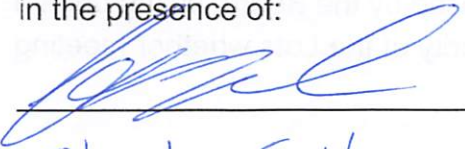
8.4 Voting. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy at a meeting where a quorum is present or by written consent of a majority of all votes of all Members entitled to vote. Thereupon, such amendment or amendments to the Bylaws shall be certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of Nassau County, Florida. Within thirty (30) days after recording, the Association shall provide copies of the recorded Amendment to the Members.

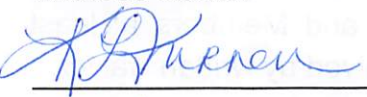
9. CONFLICT. In the case of any conflict between the Declaration, the Articles and these Bylaws, then the prevailing authority are the provisions of the Declaration, then the Articles and then the Bylaws.

The foregoing was duly adopted as the initial Bylaws of Blackrock Hammock Homeowners Association Inc., a corporation not for profit under the laws of the State of Florida, by a majority vote of the Board at a Board meeting duly called and held on the 30 day of August, 2021, where a quorum of the Board was present and voting.

  
\_\_\_\_\_  
Ray Rasmussen, President

Signed and delivered  
in the presence of:

  
\_\_\_\_\_  
Clayton F. Vanzant  
Witness Name:

  
\_\_\_\_\_  
Kimberly Turner  
Witness Name:

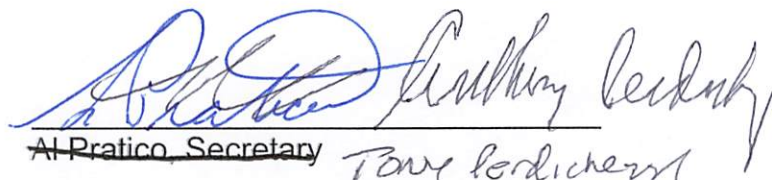


CERTIFICATION

I, the undersigned, do hereby certify:


THAT the foregoing Bylaws constitute the initial Bylaws of said Association, as duly adopted at a meeting of the Members thereof, held on the 30 day of August, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 30<sup>th</sup> day of August, 2021.

  
Al Pratico, Secretary *Al Pratico*

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was executed before me by means of  physical presence or  online notarization this 30 day of August 2021 by Ray Rasmussen, President of Blackrock Hammock Homeowners Association, Inc., who () is personally known to me or () has produced FL R202-72051-216-0 as identification and who did take an oath.

  
Notary Public  
My Commission Expires: 02/28/2023



Marie Horton  
State of Florida  
My Commission Expires 02/28/2023  
Commission No. GG 307072