

BY-LAWS

OAK BLUFF HOMEOWNERS' ASSOCIATION, INC.

(A corporation not for profit under the laws of the State of Florida)

ARTICLE I - NAME BOUNDARIES

- A. The name of the Association shall be the Oak Bluff of Daytona Homeowners' Association, Inc. (hereafter referred to as the "ASSOCIATION").
- B. The Association shall encompass the ninety-eight (98) lots defined as Oak Bluff Subdivision as described on the plat recorded in Map Book 48, Pages 148-150 of the Public Records of Volusia County, Florida

ARTICLE II - MEMBERSHIP

- A. The membership of this Association shall be limited to the owners of the ninety-eight (98) lots in Oak Bluff. Transfer of lot ownership, either voluntarily or by law, shall automatically terminate membership in the Association, and the membership shall immediately become vested in the transferee.
- B. The owner of each lot shall be entitled to one vote,
 - a. HOA DUES must be current, up to date and not in arrears more than 90 days for members to vote on matters concerning the Association
 - i. Voting rights cannot be summarily suspended.
 - ii. Suspension of voting rights does not happen automatically
 - iii. By statute, voting rights can only be suspended when an owner is more than 90 days delinquent in any monetary obligation due to the Association
 - iv. The suspension must be approved at a duly noticed board meeting and communicated to the owner in writing
 - b. If an owner owns more than one lot, they shall be entitled to one (1) vote for each lot owned.
 - c. The County of Volusia has legally combined some dual owned lots as one (1) for tax purposes only.
 - d. Lot owners whose property was legally combined by the County of Volusia, for tax purposes, must continue to pay HOA DUES on each individual lot, according to the plat plan that is on record on Map Book 48, Pages 148-150 of the Public Records of Volusia County, Florida
 - e. The Association may not legally combine property and/or lots for the purposes of collecting HOA Dues.
 - f. *The Owner of each single lot shall be entitled to one (1) vote.*

- C. Dues will be determined by the Board of Directors.
 - a. The Board of Directors shall determine HOA dues, which may, from time to time, become subject to change.
 - b. Properties that have become unsightly and overgrown with trees, grass, weeds, shrubbery and other vegetation, lot owners, at their sole expense, shall be responsible for maintaining their own properties.
 - d. The HOA will no longer be responsible for maintaining private property.
 - e. Membership shall not be denied on the basis of views or opinions contrary to the goals and purposes of the Association.
- D. Estoppels – Beginning September 1, 2025 the Oak Bluff Homeowners Association reserves the right to administer certain fees for all Estoppel requests. These fees shall include:
 - a. A \$ 125 Administrative Fee

ARTICLE III - BOARD OF DIRECTORS

The voting members of the Association shall elect three (3) members as the Board of Directors at the Annual Meeting.

- a. The Officers of this Association shall hold offices for a term of one (1) year or until successors are elected.
 - b. The term of office shall begin at the close of the Annual Meeting.
 - c. The Officers of the Association shall be the President, Secretary and Treasurer.
- A. The President shall call and preside at all meetings, and act for and on behalf of the membership of the Association.
 - B. The President shall appoint any special committees necessary for the operation of Association business and shall act as an official spokesperson for the Association.
 - C. The Secretary, shall, in the absence of the President, assume all the duties of the President's office and shall be responsible for any notifications of meetings of the Association.
 - D. The Secretary shall keep a permanent record of all formal meetings, take minutes of meetings and maintain all legal documents and any/all legal correspondence of the Association.
 - E. The Treasurer shall keep all financial receipts and a permanent record of all financial business of the Association.
 - a. An up-to-date financial report shall be submitted at each meeting or quarterly on the Associations official website.
 - b. The Treasurer shall be responsible for membership and collecting HOA Dues.

- F. An Officer of the Board can be removed from his/her office with or without cause, by a majority vote of the Directors.
 - a. The removed officer shall be removed from the Board entirely.
 - b. Notice must be provided to all Association members for meetings involving the recall of officers.
 - c. Definition of a Director and Officer
 - i. Director – is elected by the membership of the Association
 - ii. Officer – is appointed by the Directors of the Association
- G. All Directors /Officers must permanently reside in the community and use their community address as their primary residence. Seasonal or part-time residents are not eligible to hold office.
- H. All Directors/Officers must reside in the Oak Bluff Community for one (1) year before they are allowed to run for a position on the HOA Board

NO EXCEPTIONS SHALL BE ALLOWED!

ARTICLE IV - COMMITTEES

- A. The President shall have the power to appoint committees as necessary
- B. The President shall be an ex-officio member of all committees

ARTICLE V - MEETINGS

- ~~A.~~ The Association’s Annual Meeting shall be held at a time and place designated by the Board of Directors and as set forth in the notice of the meeting.
- B. Not less than twenty (20) percent of the total voting membership or assigned proxies may petition for a special meeting.
- C. A quorum shall constitute at least twenty (20) percent of the voting membership or assigned proxies 48 hours prior to Board meetings
- D. Fourteen (14) days’ notice shall be provided, in advance of any membership meeting.
 - a. Every effort will be made to notify all members of the Association of upcoming meetings either by telephone (cell phone or home phone), e-mail, meeting notices, bulletin boards, newsletters, or by U.S. mail or announcements at regularly scheduled meetings
 - b. Membership must provide written consent to receive electronic notices
- E. Seven (7) days’ notice shall be provided, in advance of any board meeting.
- F. All meetings shall be public and open to any interested membership of the Association

ARTICLE VI
NOMINATION, ELECTIONS, ANNUAL REPORTS AND INSTALLATION OF OFFICERS

- A. Nominations of board members shall be made from the floor at the Annual Meeting or from a slate presented by the Nominating Committee
- B. Election of Board Members shall be held at the Annual Meeting
- C. Directors are installed at the close of the annual meeting,
- D. Officers are installed at the first board meeting of the elected directors
- E. All documents, records, and any materials pertaining to the duties of the office, as designated in the bylaws, which are in the possession of the outgoing officers shall be submitted to the newly elected counterpart within two (2) days of the installation.
- F. Any vacancies occurring during the year of any Board Member shall be filled by appointment by the Directors of the association.
- G. Any Board Members may be removed from office for cause by a majority vote of the voting members.

ARTICLE VII - FISCAL RESPONSIBILITY

- A. Expenditure of funds of the Association shall be made by check or credit card by signature of the Treasurer or another Board Member with signature authority.
- B. Financial records and funds of the Association should be audited at least once a year by a committee of at least two (2) Voting Members of the Association appointed by the President and prior to a new Treasurer taking office
- C. The Board shall adopt a budget for the anticipated Operating Expenses for each forthcoming calendar year.
 - a. A special meeting Budget Meeting of the Board for that purpose will be held during the year preceding to which the budget applies.
 - b. Within thirty (30) days after the adoption of the budget, a copy shall be furnished to each Member and each lot owner
 - c. Each Member and each lot owner shall be given notice of the LOT DUES applicable to their lot(s) by invoice
 - d. A copy of the budget, if requested, shall be furnished and notice of LOT DUES shall be presented upon delivery or by U.S. Certified Mail to each LOT OWNER as shown on the records of the Association or to the last known address as shown on the records of the Association.
 - e. Any notice sent by U.S. Certified Mail to property owners due to late HOA Dues will be charged the cost of sending the Certified Mail, which will be

added to their current or upcoming dues payments. The entire HOA Community shall not be charged for an individual's late payments

- D. The Association shall maintain accounting records based on the cash-basis method according to generally accepted accounting practices, consistently applied. The records shall be open for inspection by the Association's members. The Association must prepare an Annual Financial Report within 60 days after the close of the fiscal year.
- E. LOT DUES shall be payable annually, or semi-annually.
 - a. ANNUAL ASSESSMENT PAYMENTS are due by January 31st
 - b. SEMI-ANNUAL ASSESSMENT PAYMENTS are due January 31st and July 31st
 - c. All ASSESSMENTS are due no later than September 1 of the invoiced year
If the Declaration of Covenants or the Bylaws so provide, the Association may charge an Administrative Late Fee in an amount not to exceed the greater of \$ 25 or 5% of the total amount that is past due
 - d. A late fee of \$25 per year will be imposed on all accounts that are 90 days or more in arrears, until said dues are paid
 - e. HOA dues and installments on dues that are not paid according to the by-laws schedule Paragraph E (a-c) when due shall bear interest from the date due until paid at the rate provided in the Declaration of Covenants of the Association.
 - f. Interest rates may not exceed the rates allowed by law. If no rate is provided in the Declaration or Bylaws, interest accrues at the rate of 18% per year or 1.5 % per month on the amount owed
 - g. The Board of Directors reserves the right to place a lien against any lot owner's property who is in arrears in their HOA Dues as per Florida State Statute 720.3085
- F. No Board is to engage in deficit spending. Should a deficiency result from there being greater operating expenses than monies from assessments, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a special assessment or an upward adjustment to the HOA DUES.
- G. The depository of the Association shall be a bank, or banks as designated from time to time by the Board, in which the monies of the Association shall be deposited. Withdrawal/transfer of funds from such an account shall be only by check, credit card or internal or on-line transfer between accounts by such persons as are authorized by the Board.

**ARTICLE VIII
AMMENDMENT OF BYLAWS**

- A. Amendments to these bylaws may be proposed by either the Board of Directors or by the voting membership of the Association. Such proposed amendments must be transmitted to the President of the Association, who shall call a special meeting of the Members of the Association.
- B. Proposed amendments shall be sent to all members of the Association at least fourteen (14) working days prior to the meeting where action is to be taken.
- C. Two-Thirds (2/3) of the voting membership must approve any amendments to these by laws as per Florida State Statute 720.306(1)(b)

ARTICLE IX -GENERAL

- A. The rules in the most recent edition of ***Robert's Rules of Order*** shall govern the Association, the Board of Directors and all subcommittees in all cases to which they apply. Should Roberts Rules of Order conflict with the specific provisions of these bylaws or any rules of the association, the associations by-laws shall take precedence
- B. If any part of these bylaws or the application thereof is held unenforceable, the remainder shall not be affected and only the affected portions are declared eliminated.
- C. No officer, representative, spokesperson, or member shall have any financial liability in the Association

ARTICLE X- LIENS

- A. Parcel owners shall be responsible for paying all legal fees, including, but not limited to, attorney, paralegal fees, court costs, and any actual costs associated with the preparation and delivery of the written demand in connection with the collection of late Assessments once lawful actions to collect the assessments on behalf of the Associations has commenced.

DATE ADOPTED BY QUORUM:

PRESIDENTS SIGNATURE

SECRETARY'S SIGNATURE

TREASURER'S SIGNATURE

ADDENDUM 1
PAYMENTS FOR ASSESSMENTS, LIENS AND CLAIMS
Florida State Statute 720.385 (synopsis)

1) A parcel owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the parcel owner. The parcel owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the parcel upon which the assessments are made.

(2) A parcel owner is jointly and severally liable with the previous parcel owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present parcel owner may have to recover any amounts paid by the present owner from the previous owner.

(3) Assessments and installments on assessments that are not paid when due bear interest from the due date until paid at the rate provided in the declaration of covenants or the bylaws of the association, which rate may not exceed the rate allowed by law. If no rate is provided in the declaration or bylaws, interest accrues at the rate of 18 percent per year.

(a) If the declaration or bylaws so provide, the association may also charge an administrative late fee in an amount not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid past the due date.

(b) Any payment received by an association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of chapter 687 and is not a fine.

(4) A homeowners' association may not file a claim of lien against a parcel for unpaid assessments unless a written notice or demand for past due assessments as well as any other amounts owed to the association pursuant to its governing documents has been made by the association. The written notice or demand must:

(a) Provide the owner with 45 days to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand.

(b) Be sent by registered or certified mail, return receipt requested, and by first-class United States mail to the parcel owner at his or her last address as reflected in the records of the association, if the address is within the United States, and to the parcel owner subject to the demand at the address of the parcel if the owner's address as reflected in the records of the association is not the parcel address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the parcel address by first-class United States mail is sufficient.

(5) The association may bring an action in its name to foreclose a lien for unpaid assessments secured by a lien in the same manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. Such action may not be carried out until 45 days after the parcel owner has been provided notice of the association's intent to foreclose and collect the unpaid amount.

(a) The association may recover any reasonable attorney's fees incurred in a lien foreclosure action or in an action to recover a money judgment for the unpaid assessments.

(b) The association may purchase the parcel at the foreclosure sale and hold, lease, mortgage, or convey the parcel.

(6) If after service of a summons on a complaint to foreclose a lien the parcel is not the subject of a mortgage foreclosure or a notice of tax certificate sale, or the parcel owner is not a debtor in bankruptcy proceedings, the parcel owner may serve and file with the court a qualifying offer at any time before the entry of a foreclosure judgment. For purposes of this subsection, the term "qualifying offer" means a written offer to pay all amounts secured by the lien of the association plus interest accruing during the pendency of the offer at the rate of interest provided in this section. The parcel owner may make only one qualifying offer during the pendency of a foreclosure action.

(a) The parcel owner shall deliver a copy of the filed qualifying offer to the association's attorney by hand delivery or by certified mail, return receipt requested.

(b) The parcel owner's filing of the qualifying offer with the court stays the foreclosure action for the period stated in the qualifying offer, which may not exceed 60 days, to permit the parcel owner to pay the qualifying offer to the association plus any interest accruing during the pendency of the offer.

(c) The qualifying offer of the parcel owner must be in writing, be signed by the owner of the parcel and the spouse of the owner if the spouse holds a homestead interest in the parcel, be acknowledged by a notary public, state the total amount due the association, state that the total amount due the association is secured by the lien of the association, state that the association is entitled to foreclose the lien and obtain a foreclosure judgment for the total amount due if the parcel owner breaches the qualifying offer, state that the parcel owner will not endanger the priority of the lien of the association or the amounts secured by the lien, and state the actual date or dates the association will receive the total amount due from the parcel owner. If the parcel owner makes a qualifying offer under this subsection, the association may not add the cost of any legal fees incurred by the association within the period of the stay other than costs acquired in defense of a mortgage foreclosure action concerning the parcel, a bankruptcy proceeding in which the parcel owner is a debtor, or in response to filings by a party other than the association in the lien foreclosure action of the association.

(d) If the parcel owner breaches the qualifying offer, the stay shall be vacated and the association may proceed in its action to obtain a foreclosure judgment against the parcel and the parcel owners for the amount in the qualifying offer and any amounts accruing after the date of the qualifying offer.