

THIS INSTRUMENT PREPARED BY:

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR**

LAGUNA HAVEN HOMEOWNERS' ASSOCIATION, INC.

THIS Declaration is made on the 11th day of January 2021 by Laguna Haven, LLC, a Florida limited liability company, hereinafter called the "Declarant."

W I T N E S S E T H

WHEREAS, the Declarant is the Owner of the real property located in Bay County, Florida, and improvements located thereon, commonly known as Laguna Haven (the "Community") and more particularly described in Exhibit "A" (hereinafter the "Property"). The Declarant has created or will create upon the Property, improvements consisting of Parcels together with Common Areas, streets and easements to be enjoyed by all the Owners of the Parcels, and

WHEREAS, the Declarant desires to provide for the preservation of values of the Property and for the pleasure of Ownership of the Parcels, and for enhancing and protecting the value, attractiveness and desirability of the Parcels, and desires to subject the real property to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, each and all of which appertain to and run with real property and benefit and bind all persons having any right, title, or interest in the Property and their heirs, successors, and assigns

NOW THEREFORE, the Declarant declares that all real property in the Community as legally described in Exhibit "A" shall be held, owned, sold, transferred, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth, which shall be binding upon persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

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ARTICLE I DEFINITIONS

1. **"Act,"** or **"Homeowners' Association Act,"** or **"HOA Act"** means Chapter 720 Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained.
2. **"Articles"** means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "B."
3. **"Architectural Review Board"** or **"ARB"** means and refers to the Board of Directors of the Association, or to a Committee appointed by the Board of Directors of the Association, for the purposes of providing architectural review of proposed construction.
4. **"Assessment"** means the assessments levied by the Association against the Parcels, and shall be deemed to include both Regular Assessments and Special Assessments.
5. **"Association"** shall mean and refer to Laguna Haven Homeowners' Association, Inc., a Florida Not For Profit Corporation, its successors and assigns.
6. **"Board"** means the Board of Directors of the Association.
7. **"Bylaws"** means the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C."
8. **"Charge"** means any legal or equitable indebtedness of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner, other than Assessments for Common Expenses, which the Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.
9. **"Common Area"** or **"Common Properties"** means real property owned by the Association for the common use and enjoyment of the owners, or property which has been dedicated to the Association or Parcel Owners for common use or enjoyment.
10. **"Common Expenses"** means the expenses payable by the Members to the Association for the purposes and in the manner set forth in this Declaration, the Articles or Bylaws.
11. **"Community"** means the Property, Lots, all Common Area, and general neighborhood known as Laguna Haven.

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12. **“Declaration”** means this Declaration of Covenants, Conditions, and Restrictions and all other terms and provisions contained in this document, as the same may be amended from time to time.

13. **“Development Period”** means and refers to the period beginning when this Declaration is recorded in the applicable official records and continuing until the Declarant no longer owns any Parcel or ceases to offer said Parcel(s) for sale in the ordinary course of business.

14. **“Dwelling Unit”** means the Improvement on the Lot mean for occupying for residential purposes.

15. **“Governing Documents”** means this Declaration, the Articles of Incorporation, and Bylaws, and other documents and provided by Florida law, as amended from time to time.

16. **“Guest”** means a person who enters upon a Parcel at the invitation of a Parcel Owner, Resident or Occupant, for the purpose of visiting.

17. **“Improvement”** means any structural component built or constructed on a Lot or added to a Dwelling Unit, or placed on a Lot.

18. **“Invitee”** means a person or persons that enter the Community for purposes of personal business with the Owner or Occupant.

19. **“Lot”** means any plot of land located within the Community and designated as a “Lot” on the Plat of the Community and intended for development, use, and occupancy as a single-family detached home on a separately platted Lot, but shall not include the Common Areas as hereinafter defined.

20. **“Maintenance”** means the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

21. **“Member”** means those Owners who are holders of membership interests in the Association as such interests are set forth in Article II.

22. **“Occupant”** means the person(s) occupying a Dwelling Unit as a Resident or Guest.

23. **“Owner,” “Lot Owner” or “Parcel Owner”** means the record Owner of fee simple title to any Parcel and the Dwelling Unit thereon, whether one or more persons or entities.

24. **“Parcel”** means the underlying real property, the Parcel, and the Dwelling Unit thereon, if any, which is owned in fee simple and as designated as a parcel in the records of Bay County.

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25. **“Rules and Regulations”** means the rules, regulations and policies governing the Community, Common Area, or Parcels that may be promulgated by the Board from time to time by resolution.

26. **“Resident”** means the person or persons occupying a Dwelling Unit and may be an Owner, Guest or Tenant.

27. **“Stormwater Management System”** means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

28. **“Tenant”** means a person occupying a unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

1. **Member.** Every Owner of a Parcel subject to assessment shall be a Member of the Association. Membership is appurtenant to and not divisible from ownership of a Parcel that is subject to assessment. Owners agree to maintain such membership in good standing as long as they own such property.

2. **Transfer.** Transfer of ownership, whether voluntary or by operation of law, shall terminate membership in the Association and said membership is then vested in the transferee.

3. **Multiple Owners.** When more than one person or entity shall at any time be the Owner of a Parcel subject to a membership interest, the vote attributed to such Parcel shall be exercised as provided in the Bylaws.

ARTICLE III ASSESSMENTS

1. **Common Expense.** The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Areas and the administration of affairs of the Association shall constitute Common Expenses. Other expenses properly and reasonably incurred by the Association in performing and carrying out its duties and obligations as specified in this Declaration shall also constitute Common Expenses.

2. **Allocation of Assessments.** Except for any maintenance surcharge which may be imposed on any Parcel pursuant to this Declaration of Covenants, assessments of the Association shall be apportioned on equal per Lot basis.

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3. **Purpose of Assessment.** There is hereby imposed upon each Parcel and its Owner, the affirmative covenant and obligation by acceptance of a deed or title to a Parcel to pay to the Association; and upon the Association the obligation to assess, collect and expend for the Association's Common Expenses as listed but not necessarily limited to:

- a. Charges levied for utility services to the Common Areas, whether supplied by a private or public firm, including without limitation, charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge for Common Areas. Bulk cable television may be provided by the Association, as a Common Expense, if approved by a majority of all owners (in person or by proxy).
- b. The premiums on any policy or policies of insurance required herein, together with the costs of such other policies of insurance as the Board shall determine to be in the best interest of the Association.
- c. The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of Officers, Directors, trustees, agents and employees of the Association and other persons who operate or are responsible for operating the Association.
- d. Expenses necessarily incurred in maintaining, preserving, repairing and replacing the Common Areas and other facilities within the jurisdiction of the Association.
- e. Sums necessary to repair, replace, construct or reconstruct buildings or improvements located in the Common Areas to the extent insurance proceeds are insufficient to pay the costs thereof.
- f. The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, Articles or Bylaws. In addition, the Association may retain a manager or management company to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company so retained are a Common Expense.
- g. The costs to the Association to indemnify its Officers and members of the Board for costs and expenses incurred in pursuance of their duties, obligations and functions hereunder.
- h. The costs of establishing an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas in amounts determined proper and sufficient by the Board and imposed pursuant to Florida law. Each Owner understands that no

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Owner shall have any separate or divisible interest, claim or right to any such funds comprised of the same.

- i. Special assessments that may be levied to defray Common Expenses for which insufficient funds exist or are expected to be produced under the budget.
- j. Expenses properly incurred by the Association, including but not limited to expenses of the operation, maintenance, repair, replacement, protection of the Common Area, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as Common Expense by the Act, the Declaration, or the Bylaws.
- k. Other costs and expenses determined by the Board to be reasonable and necessary in carrying out and accomplishing the purposes, duties and obligations of the Association that are not inconsistent with this Declaration, the Articles or Bylaws.

4. **Budget.** The Board shall prepare and adopt an estimated annual budget, as required by the Bylaws of the Association, which shall reflect the estimated Common Expenses for the next succeeding year.

5. **Amendment of Budget.** As provided in the Bylaws, adjustments may be made by the Board in assessments from time to time to allow for any changes for Common Expenses.

6. **Time of Payment.** Assessments shall be payable by Parcel Owners to the Association in advance as set forth in the Bylaws and as determined by the Board.

7. **Special Assessments.** In addition to the regular assessments the Board may levy a special assessment for defraying in whole or in part Common Expenses not met or expected to be met by regular assessments.

8. **Lien.** Assessments for Common Expenses, including Regular Assessments, Special Assessments, and Charges and installments thereof, with interest and late fees thereon and costs and expenses of collection, including reasonable attorney's fees and costs incurred in attempting to collect said Assessments or Charges before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the Parcel against which such Assessments or Charges are made. Each Assessment or Charge against a Parcel, together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including attorney's fees, shall be the personal obligation of the person, persons or entity owning the Parcel assessed or charged and shall be the joint and several liability of all Owners of the Parcel. Except as provided below, any person or entity which acquires title to a Parcel, including a purchaser at a judicial sale, shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor

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the amounts paid by the transferee. The lien shall set forth the assessments due to the Association as of the date the lien is signed and shall be acknowledged by an Officer or agent of the Association. The lien shall secure additional assessments that become due, as well as interest, late fees, attorney fees, and other costs and expenses of collection that are due and become due after recordation of the lien. Upon recordation in the applicable public records, the lien shall relate back to the date of recording the original Declaration, except as to the first mortgages of record. As to first mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the Parcel. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first mortgagee or other person, persons or entity obtains title to a Parcel as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title, shall be liable for the share of Assessments or Charges pertaining to such Parcel or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085 of the Act, as may be amended from time to time.

9. **Remedies for Delinquency.** In the event any Owner fails to pay assessments or any installment thereof charged to the Parcel ten (10) days after the same becomes due an administrative late charge as provided by law or \$25.00 or 5 percent of the installment, whichever is more, shall become due along with interest at the maximum rate permitted by law, and the Association, through its Board, shall have, but not be limited to, the following remedies.

- a. To accelerate the entire amount of any assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.
- b. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property or as otherwise provided by law.
- c. To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.
- d. The Association may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suit, or otherwise to have rental proceeds of a Parcel in default paid directly to the Association, the court registry, or a receiver, as the court may direct.
- e. The Association may elect to terminate any existing leases with respect to Parcels in default and prohibit the Parcel from being rented in the future until the default is cured.

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- f. The Association may choose any of these courses of action, as the Board deems appropriate, without same constituting a waiver or election of remedies. Tenants who rent Parcels in this Association are deemed to assent to terms of this provision.
- g. Payments received after the due date established by the Board shall be applied first to interest, late fees, costs and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

10. **Declarant's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period the Parcels and other portions of the Property owned by the Declarant is not subject to any Annual or Special Assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Declarant will pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Declarant pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Declarant is obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. Upon termination of the Declarant's agreement to pay operating deficits, the Declarant is obligated to pay assessments on Parcels owned by it within the Property on the same basis as other Owners. In no event will the Declarant be obligated to pay for operating deficits of the Association after the Declarant no longer owns any Parcels within the Property.

ARTICLE IV EASEMENTS, PROPERTY RIGHTS

The following easements and rights are dedicated, reserved, or granted by the Association and/or Declarant:

- 1. An easement reserved for the Association over the Lots in order to maintain, repair, and replace all items for which the Association is responsible to maintain by the Declaration.
- 2. A utility easement is reserved by, through and across each and every Lot for the installation and maintenance of utilities and utility lines as they presently exist or as they may exist in the future, including, but not limited to water, electrical, gas, sewage, television cable, and telephone lines. Such easement shall inure to the benefit of all of the Owners of the Lots and the Association.
- 3. The water and sewer lines are dedicated to the City of Panama City Beach. Declarant grants an easement to the City of Panama City Beach upon the Common Elements henceforth for ingress and egress to provide and maintain, sewer, water and other utility services (as may be required).
- 4. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the fee simple title to every Lot and Dwelling Unit, subject to the following provisions:

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- a. The right of the Association to adopt reasonable rules and regulations to govern the Common Area; and
- b. The right of the Association to suspend an Owner's, or his or her guests, renter, tenant, or invitee use of the Common Area if the Owner is more than ninety (90) days delinquent in the payment of a monetary obligation owed by the Owner to the Association as provided and limited by Florida law.

ARTICLE V USE RESTRICTIONS

All Owners agree to abide by this Declaration, the Bylaws and Rules and Regulations of the Association as they may be amended from time to time.

1. **General Authority.** The Board of Directors of the Association, by the majority vote, may adopt such rules and regulations as may be necessary or appropriate for the health, safety and welfare of the Owners and the Property, and/or for the use, improvement and maintenance of the Common Areas subject to the restriction as set forth herein.

2. In the event the Association is required to seek enforcement of any provision of the Declaration, Articles, Bylaws or the Rules and Regulations, then and in that event the offending Owner (for himself or his family, guests, invitees or lessees) shall be liable to the Association for costs incurred in the enforcement action, including reasonable attorney's fees and costs, whether incurred before the filing of suit, after filing, and in connection with trial or appellate proceeding or otherwise.

3. **Animals:** No animals of any kind may be kept on the Property except dogs, cats or other household pets that may be kept in reasonable numbers as pets for the pleasure of the Owners. All pets must be kept leashed, under control at all times and must not become a nuisance to any other Owner and the Owner is required to pick up after their animals (droppings). No animals may be kept for any commercial purpose and no animal may be kept or permitted to remain outside or outdoors unless leashed. Owners are responsible and liable for the actions of their pets.

4. **Trash and Storage:** No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Parcel or on the Common Area except in sanitary containers located in appropriate areas concealed from public view. The specific size, appearance, location, and manner in which a sanitary container is concealed from public view may be defined by the Association via the Architectural Review Criteria. Trash containers may be placed at the front of a Lot on the day(s) designated for pickup, but only if promptly returned to the proper storage area as soon as possible. The Association may also choose to provide for a collective dumpster which is to be used by the entire Community. The cost and maintenance of such a collective trash service would be a Common Expense of the Association. The Association has the option, but not the obligation, to contract for trash collection services collectively on behalf of the Owners. If the Association chooses to engage a single trash collection service for all Owners, the charges for such services may be included in the Association's operating budget as a common expense or it may be billed back to each Owner.

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individually, pro rata. If the Association chooses the latter, such charge is considered an Assessment and the Association may file a lien on the Parcel if such charge is unpaid.

5. **Nuisances:** No nuisance is allowed upon the Property, nor any use of practice which is the source of annoyance to residents, which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Property must be kept in a clean and sanitary condition and no rubbish, refuse, or garbage is to be allowed to accumulate nor any fire hazards allowed to exist.

6. **Vehicles and Boats:** No commercial vehicles are allowed to be parked overnight. No vehicles are to be parked on the street or road within the development. No boats, trailers, campers, recreational vehicles or inoperable motor vehicles may be kept or stored on the Common Area, except that the same may be stored in an enclosed Dwelling garage.

7. **Signs:** No sign, advertisement, notice or lettering may be exhibited, inscribed, painted or affixed by any Owner on any part of the outside or inside of the Parcel without the prior written consent of the Association, except one for sale or for rent sign approved in advance by the Association.

8. **Exterior:** All exterior walls must be maintained in color, finishes and decor consistent and harmonious with the overall architectural plan and design, and nothing inconsistent therewith is permitted to exist. Changing color of the exterior of any building requires the approval of the Architectural Review Committee and if the same is not approved or disapproved within thirty days after such request has been submitted for approval, approval will not be required and this article will be deemed to have been fully complied with.

9. **Outside Laundry:** No laundry, rugs or similar articles may be hung outdoors in public view.

10. **Mailboxes:** A central mailbox may be placed by the Declarant on the Common Area and the same will be maintained and paid for by the Association. If such a central mailbox is not placed on the Property by the Declarant, Owners shall install and maintain their own individual mailboxes on their own Lots.

11. **Parking:** Parking is limited to the driveways immediately in front of each Parcel, Dwelling garages, and in those designated parking areas located within the Common Area on a first come, first serve basis. Parking in common areas may not exceed twenty-four (24) continuous hours. If so, prior approval and a permit must be obtained from the Board. Parking of the following vehicles is restricted: (1) commercial vehicles, to be defined as vehicles which are not designated and used for customary, personal/family purposes or those vehicles containing attached equipment such as pipe racks or exterior toolboxes, other than a single standard tool box in a personal/family pick up style vehicle, or the like. Signage or lettering shall not be dispositive as to whether or not a vehicle is a commercial vehicle.; (2) commercial equipment; (3) recreational vehicles; (4) motor homes; (5) boats and other watercraft; (6) trailers; (7) stored vehicles or inoperable vehicles. The foregoing vehicles may be parked only in enclosed garages.

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12. **Sporting Equipment.** Sporting Equipment permanently affixed to the exterior of the home (e.g. a basketball hoop) is not permitted. Temporary sporting equipment is permitted so long as the equipment is stored out of sign of the frontage of the home (e.g. in garage or in backyard).

13. **Flags and Signage.** No provision of this declaration or any rule of the Association shall abridge an Owner's right to display on his or her lot one (1) United States Flag. Other than the United States flag, flags are restricted to the following: United States Armed Forces, State of Florida, college sports, professional sports. Flags may not exceed the size of 3' by 5'. Flags must be affixed to the home. Stand-alone flag poles are not permitted. No signage of any kind is permitted, apart from For Sale signs. For Sale signs must be removed within three (3) days of closing.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

1. The Association may create an Architectural Review Committee ("ARC") that consists of no less than three and no more than five members that need not be Owners. The Declarant will serve as the ARC until the development period concludes and there is a turnover. The terms for Members are established by the Board of Directors from time to time. The committee is responsible for the decisions as required herein of that committee. In the event that the Association has not established such committee, the Board of Directors shall serve as the ARC.

2. **Architectural Review Criteria:** The Board has the authority to establish and enforce Architectural Review Criteria regarding the use, function, or the exterior of the Parcels. Architectural Review Criteria may subsequently be amended and adopted by the Board at a meeting called for that purpose. During the Development Period, Architectural Review Criteria may only be amended with the written consent of the Declarant.

3. **Construction and Exclusivity:** The Association shall have the right to enjoin any construction not in conformance with approved final plans and specifications and shall have all the remedies at law or in equity. Owners must use a builder from the list of preapproved builder(s) as determined by the Architectural Review Committee. The builders on the ARC's list will have the exclusive rights to perform construction within the Association.

4. **Buildings, fences and other structures:** No building, fence wall or other structure may be commenced, erected, or maintained other than the residential dwellings being constructed by Declarant or its assigns, upon the Properties, nor may any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same must be submitted to and approved in writing as to harmony of external design and location and relation to surrounding structures and topography by the Architectural Review Committee of the Association. In the event the said Committee fails to approve or disapprove within thirty days after said plans and specifications have been submitted to it, approval will not be required, and this article will be deemed to have been fully complied with. The Board has the authority to adopt reasonable rules and restrictions regarding buildings, fences, walls and/or any other structure upon

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any Parcel. These rules are known as Architectural Review Criteria.

ARTICLE VII MAINTENANCE, REPAIR AND REPLACEMENT

1. **Maintenance of Common Area and Parcels by the Association.** Maintenance of the Common Area shall be the responsibility of the Association.

2. **Permits, Licenses and Easements.** The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, as so determined by the Board.

3. **Maintenance of Parcels and Parcels by Owners.** Subject to the duties and obligations of the Association described herein, every Owner must keep and maintain his Parcel, including, but not limited to, the dwelling and other improvements thereon, its improvements and appurtenances, at his expense, in good order, condition and repair, and must promptly perform maintenance and repair work on his Lot and Dwelling Unit. In this regard, each Owner shall be responsible for the maintenance, repair and repainting and shall keep same in a neat and orderly fashion. Any Owner who desires to have additional services to those provided by the Association may contract directly for such additional services. Should an Owner fail to timely fulfill his or her maintenance obligation, upon ten (10) days written notice and opportunity to cure delivered to the owner via certified mail, the Association may enter the Parcel to perform the required maintenance and such expenses shall be considered a Charge, secured by the same lien rights as for collection of assessments.

4. **Prohibition.** Each Owner is prohibited from improving, modifying or maintaining any Common Area or from performing any maintenance duties of the Association. Cutting down or planting any tree without the prior written consent of the Board is prohibited.

5. **Owner Liability.** Should any Owner do any of the following:

- a. Fail to perform the responsibilities as set forth in this Article or,
- b. Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or
- c. Undertake unauthorized improvements or modifications to his Parcel, Parcel, Dwelling Unit or to the Common Area; then
- d. Except in an emergency, when no notice is required, the Association upon reasonable prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Parcel, Parcel or Dwelling Unit and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof shall be added to and become a part of the assessment to which the Owner is subject and shall be due and payable within ten days after rendition of a bill therefore by the Association. The costs incident to

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said repair, maintenance or removal shall be the personal obligation of the Owner to the Association and become a lien against the subject Parcel, Parcel or Dwelling Unit with the same force and effect of the lien that would be created by the said Owner's failure to pay the regular or special assessments hereunder when due.

6. Each Owner shall be responsible for and pay the cost of maintaining, repairing and replacing everything within the confines of the Dwelling Unit and on the Parcel that is not to be maintained by the Association.

7. In the event an Owner fails to maintain the Parcel and the improvements situated thereon, in a manner reasonably satisfactory to the Board or any committee established by the Board, upon direction of the Board the Association shall have the right through its agents and employees, to enter upon said Parcel to maintain and restore the improvements erected thereon. The cost of any maintenance supplied by the Association pursuant to this Article shall be added to and become part of the assessment to which such Parcel is subject.

8. In addition, the Stormwater Management System located within the development is be owned and controlled by the Association. With regard to the Stormwater Management System, the following is applicable:

- a. The Association is responsible for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System(s) means the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Northwest Florida Water Management District (the "District"). The Association is responsible for such maintenance and operation. Repair, reconstruction, or modification of the Stormwater Management System is permitted only as approved by the District.
 - i. In the event that the Association fails to adequately maintain, operate, or repair the Stormwater Management System, as determined by the City of Panama City Beach, Bay County, or the District, the Association shall promptly address same. In such event, if the Association fails to fulfill this obligation and the Declarant is still in control of the Association (i.e. prior to turnover of control of the Association to the owners) the Declarant is be responsible for addressing these deficiencies.
- b. The District has the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation and repair of the Stormwater Management System

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ARTICLE VIII ASSOCIATION INSURANCE

The following provisions shall govern insurance covering the Association:

1. Insurance policies covering the Common Areas shall be purchased by the Association and be issued by an insurance company authorized to do business in Florida as required by the Act.

ARTICLE IX OWNER INSURANCE

The following provisions shall govern insurance covering the Owners:

1. **Liability Insurance.** Each Parcel Owner shall be responsible for purchasing and maintaining such policies of liability for accident or injury occurring on or about his Parcel, as he may deem appropriate.

2. **Casualty Insurance.** Each Owner shall be responsible for purchasing and maintaining policies of fire and other hazard coverage insurance on his Dwelling Unit and all other insurable improvements situated upon his Parcel in an amount equal to the full replacement cost thereof. The Association may periodically require proof of such insurance.

ARTICLE X RECONSTRUCTION AND REPAIR OF COMMON AREA AFTER FIRE OR OTHER CASUALTY

In the event of damage to or destruction of improvements on the Common Area because of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the improvements.

1. Any reconstruction or repair must be approved by the Board, substantially in accordance with the plans and specifications for the original improvements; or if not feasible or advising in the opinion of the Board, then in accordance with plans and specifications approved by the Board.

2. If the proceeds from insurance, including the deductible, are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Parcels in sufficient amounts to provide funds for the payment of such costs.

Declaration of Covenants, Conditions and Restrictions
Laguna Haven Homeowners' Association, Inc.

ARTICLE XI ENFORCEMENT

1. In the event of a violation of the Governing Documents or Rules and Regulations by an Owner, Resident, Tenant, Guests or Invitees, (other than the non-payment of any Assessment or other charges), the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable after receipt of such written notice, or if any similar violation is thereafter repeated, the Association may, at its option:

2. Impose a fine against the Parcel as provided in Florida Statutes and in the Governing Documents; and/or

3. Commence an action to enforce the performance on the part of the Owner or other party, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

4. Commence an action to recover damages; and/or

5. Take any actions reasonably necessary to correct such failure which action may include, when applicable, but shall not be limited to, removing any addition, alteration, improvement or change which has not been approved by the Association or performing any maintenance required to be performed by this Declaration; and/or

6. Elect any or all other remedies, restrictions or penalties available under Florida law.

7. All expenses incurred by the Association in connection with enforcing these Governing Documents and Rules and Regulations, including reasonable attorneys' fees and costs, shall be assessed against the applicable Owner as a separate assessment, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees and costs incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records.

8. Enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Association or any individual may seek enforcement, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay costs and reasonable attorney's fees at trial and appellate levels to the prevailing party.

9. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Dwelling Unit or occupying his Parcel, including family members,

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Tenants, Guests and Invitees if any act or omission shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association, but without rights of subrogation as to the Association's carrier. Furthermore, any violation of any of the provisions of these Governing Documents, by a Resident of any Parcel, or a Guest or Invitee, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

ARTICLE XII AMENDMENTS

Except as elsewhere provided herein, this Declaration may be amended in the following manner:

1. **Proposal of Amendments.** An amendment to the Declaration may be proposed by a resolution adopted by a majority of Directors or written consent of thirty percent (30%) of the entire voting interest.

2. **Notice.** The subject matter of a proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered.

3. **Adoption of Amendments.** An amendment so proposed may be approved by the affirmative vote of not less than fifty percent (50%) of the total voting interest. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by the Officers of the Association, upon $\frac{3}{4}$ Board approval, without need for Association membership vote.

4. **Execution and Recording.** An amendment shall be evidenced by a certificate of amendment from the Association that must include recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of Bay County, Florida.

5. **Automatic Amendment.** Whenever Chapter 720, Chapter 617 or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may operate the Association pursuant to the less stringent requirements without the need to change this Declaration. The Board of Directors, without a vote of the Members, may also adopt by majority vote, amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to 617 and 720 of the Florida Statutes, or other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

6. **Limitations.** No Amendment may in any way affect the Declarant's right to continue with the development of the Community in accordance with its development plans. Any amendment to this Declaration that alters the Stormwater Management System, beyond maintenance in its original

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condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior approval of the District.

7. **Declarant's Unilateral Right to Amend.** During the Development Period, the Declaration has the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner. Declarant's authority to amend includes, but not limited to, undertaking substantial alterations or further substantial improvements to the real property constituting the Common Area provided that the Declarant bears the cost of the such alteration or improvement. In such event, neither the Association, its Board of Directors, nor the Association Members need approve such alteration, improvement, or amendment.

ARTICLE XIII TERM OF DECLARATION AND TERMINATION

1. The Declaration has an initial term of thirty years and shall automatically renew for successive 10-year periods unless terminated upon the affirmative written consent of ninety percent (90%) of the entire voting interests, and upon the affirmative written consent of first mortgagees holding mortgages encumbering Parcels.

2. If this Declaration is terminated in accordance herewith, every Owner by acquiring title covenants and agrees that the termination documents shall require:

- a. That Parcels shall continue to be used solely as single-family residences, and
- b. Common Areas shall be owned and held in equal shares by the Owners as tenants in common.

ARTICLE XIV ASSOCIATION LIABILITY

1. **Limitation of Liability of Association.** Notwithstanding the duty of the Association to maintain and repair parts of the Community, the Association shall not be liable to Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Common Areas. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Owners, regardless of whether or not the same shall have been approved by the Association pursuant to the provisions hereof.

2. Notwithstanding anything contained herein or in the Governing Documents, or Rules and Regulations, Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, or Permitted Person. Without limiting the generality of the foregoing:

- a. It is the express intent of the association documents that the various provisions thereof which are enforceable by the association and which govern or regulate the uses of the

Declaration of Covenants, Conditions and Restrictions
Laguna Haven Homeowners' Association, Inc.

Community have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the association property and the value thereof;

- b. The Association is not empowered, and has not been created, to act as an entity that enforces or ensures the compliance with the laws of the United States, State of Florida, Bay County and/or any other jurisdiction or the prevention of tortious activities; and
- c. Any provisions of the Governing Documents or Rules and Regulations setting forth the uses of assessments that relate to health, safety and/or welfare shall be interpreted and applied only as limitations on or enabling authority for the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person, even if assessment funds are chosen to be used for any such reason.
- d. Each Owner (by virtue of his acceptance of title) and each other person having an interest in or lien upon, or making any use of, any portion of the association property (by virtue of accepting such interest or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the association arising from or connected with any matter for which the liability of the association has been disclaimed in this provision.
- e. As used in this Article, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns.

ARTICLE XV INDEMNIFICATION

1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that they are or were a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence, misfeasance or malfeasance in the performance of their duty to the Association unless and only to the extent the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption the person did not act in good faith and in a manner they reasonably believed to be in or not opposed to the best

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interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe their conduct was unlawful.

2. To the extent a Director, Officer or Committee Member of the Association is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article or in defense of any claim, issue or matter therein, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

3. Any indemnification under this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer or Committee Member is proper in the circumstances because they met the applicable standard of conduct set forth in this Article. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board. This is subject to the Director, Officer or Committee Member making arrangement to repay such amount unless it shall ultimately be determined that they are entitled to be indemnified by the Association as authorized in this Article.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, vote of members or otherwise, both as to action in their official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a Director, Officer or Committee Member and shall inure to the benefit of the heirs, executors and administrators of such person.

6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, Committee Member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the duty to indemnify them against such liability under the provisions of this Article.

ARTICLE XVI ADDITIONAL LANDS

Declarant may, but is not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that any additional land subjected to this Declaration (or its assessment provisions) is be substantially contiguous to the Property then subject to this Declaration and the Owners of property within additional lands made subject to this Declaration be and become subject to this Declaration, and be responsible for their pro

Declaration of Covenants, Conditions and Restrictions
Laguna Haven Homeowners' Association, Inc.

rata share of common expenses for which assessments may be levied pursuant this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Bay County, Florida, a Supplementary Declaration executed by the Declarant with respect to the lands to be added. Declarant reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property and for a period of twenty years from the recording of this Declaration.

ARTICLE XVII GENERAL PROVISIONS

1. The Association, or any Owner, has the right to enforce, by any proceeding at law or in equity, restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents or the Rules and Regulations. Failure by the Association or any Owner to enforce any of the above shall in no event be deemed a waiver of the right to do so thereafter.

2. The invalidity in whole or in part of any covenant or restriction, or any Article, subsection, sentence, clause, phrase, word, or other provisions of the Governing Documents or Rules and Regulations shall not affect the validity of the remaining portions.

3. Except as otherwise reserved by the Declarant, additional residential property and Common Area may be annexed to the Community only by amendment of this Declaration.

4. **Additional Restrictions.** The Declarant may include in any contract or deed any additional covenants and restrictions which are not inconsistent with and which do not lower the standard of the covenants and restrictions set forth in this Declaration.

5. **Notices.** Except as provided specifically by law, notices to the Association required or desired hereunder or in the Bylaws may be sent by first class mail or hand delivery to the address as may be designated by from time to time, in writing to the Owners. Except as provided specifically by law, notices to any Owner may be sent by electronic transmission, first class mail or hand delivery to the address as may be designated by him from time to time, in writing to the Association.

6. **Exhibits.** There are hereby incorporated in this Declaration any materials contained in the exhibits annexed hereto and to the original Declaration which under the Act are required to be part of the Declaration.

7. **Signature of President and Secretary.** Wherever the signature of the President of the Association is required hereunder and if not available, the signature of a Vice-president may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder and is not available, the signature of an Assistant Secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

Declaration of Covenants, Conditions and Restrictions
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8. **Governing Law.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida, and venue shall lie in Bay County.

9. **Severability.** The invalidity in whole or in part of any covenant or restriction, or any Article, sub-section, sentence, clause, phrase or word, or other provision of the Governing Documents or the Rules and Regulations adopted as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof.

10. **Waiver.** No provisions contained in this Governing Documents or Rules and Regulations shall be deemed to have been waived because of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

11. **Plurality; Gender.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

12. **Captions.** The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

[signatures on following page]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed and its seal affixed this 11th day of January, 2021.

LAGUNA HAVEN, LLC, A Florida
Limited Liability Company

Bryan
Witness

Yervand Grigoryan
By: Yervand Grigoryan
Its: Manager

Brandon R. Burg
Print

Melissa D Miller
Witness

Melissa D Miller
Print

STATE OF FLORIDA,
COUNTY OF BAY.

The foregoing instrument was acknowledged before me this 11 day of January, 2021, by Yervand Grigoryan, as Manager of Laguna Haven, LLC, a Florida Limited Liability Company, on its behalf, who: (notary must check applicable box)

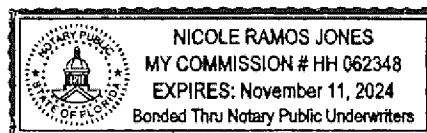
X is personally known to me.

_____ produced a current Florida driver's license as identification produced

_____ as identification.

Nicole Jones
NOTARY PUBLIC
My Commission Expires: 11/11/2024

THIS INSTRUMENT PREPARED BY:
Burg Law Firm, P.A.
Brandon R. Burg, Esq.
Florida Bar #5825
14101 Panama City Beach Pkwy., Suite 160
Panama City Beach, FL 32413



Declaration of Covenants, Conditions and Restrictions
Laguna Haven Homeowners' Association, Inc.

JOINDER OF MORTGAGEE & CONSENT
TO
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LAGUNA HAVEN HOMEOWNERS' ASSOCIATION, INC.

Dubin Real Property Partnership, Ltd., a Kentucky Limited Partnership, is the holder of that certain Mortgage from Laguna Haven, LLC, a Florida limited liability company, dated November 27, 2017, in the original principal amount of \$470,000.00, recorded in Bay County Official Records Book 3959 at Page 297 which encumbers the property described in Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions of Laguna Haven Homeowners' Association, Inc., and to the extent it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing Declaration, and agrees that the lien of said Mortgage shall hereafter encumber each and every parcel set forth in said Declaration.

[signatures and notary on following page]

IN WITNESS WHEREOF, the undersigned, has caused this Joinder and Consent to be executed and its seal affixed this 7TH day of JANUARY, 2021.

**DUBIN REAL ESTATE PARTNERSHIP,
LTD., A KENTUCKY LIMITED
PARTNERSHIP**

Debra K Shell
Signature of Witness

Debra K Shell
Print Name

Rob Dubin
By: Dr. Rob Dubin
Its: President

Jennifer Garland
Signature of Witness

Jennifer Garland
Print Name

STATE OF KENTUCKY
COUNTY OF Bell

The foregoing instrument was acknowledged before me this 7TH day of JANUARY 2021 by Dr. Ron Dubin, as President of Dubin Real Estate Partnership, Ltd., a Kentucky Limited Partnership, on its behalf, who: (notary must check applicable box)

- ☒ is personally known to me.
☐ produced a current driver's license as identification.
☐ produced _____ as identification.

Patsy Barnett
NOTARY PUBLIC, STATE OF KENTUCKY

[SEAL]

My Commission Expires: 02-19-2022

PATSY BARNETT
NOTARY ID 595536
MY COMMISSION EXPIRES
02-19-2022

EXHIBIT "A"

LEGAL DESCRIPTION

DESCRIPTION

BEGIN AT THE SE CORNER OF THE NE 1/4 OF SECTION 11, T3S, R17W, AND RUN N01°03'11"E ALONG THE SECTION LINE A DISTANCE OF 700 FT., THENCE N88°48'40"W, 880 FT., THENCE S01°03'11"W 700 FT., TO THE SOUTH LINE OF THE N 1/2 OF SECTION 11, THENCE S88°48'49"E, ALONG SAID LINE 880 FT., TO THE P.O.B., LESS THAT PORTION USED AS POWER LINE R/W.

ALONG WITH A WESTERLY GULF POWER RIGHT OF WAY CROSSING: COMMENCE AT THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY FLORIDA; THENCE NORTH 88°18'20" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, FOR 400.85 FEET; THENCE NORTH 01°43'58" EAST, FOR 86.59 FEET TO THE SOUTH LINE OF A 100 FOOT WIDE GULF POWER COMPANY RIGHT OF WAY; THENCE NORTH 76°45'48" WEST ALONG SAID SOUTH RIGHT OF WAY FOR 301.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 76°45'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR 77.56 FEET; THENCE NORTH 01°43'58" EAST FOR 102.05 FEET TO THE NORTH LINE OF SAID 100 FOOT GULF POWER COMPANY RIGHT OF WAY; THENCE SOUTH 76°45'48" EAST ALONG SAID NORTH RIGHT OF WAY LINE FOR 77.56 FEET; THENCE SOUTH 01°43'58" WEST FOR 102.05 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINS 0.178 ACRES MORE OR LESS.

ALONG WITH A EASTERLY GULF POWER RIGHT OF WAY CROSSING: COMMENCE AT THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY FLORIDA; THENCE NORTH 88°18'20" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, FOR 400.85 FEET; THENCE NORTH 01°43'58" EAST, FOR 86.59 FEET TO THE SOUTH LINE OF A 100 FOOT WIDE GULF POWER COMPANY RIGHT OF WAY FOR THE POINT OF BEGINNING; THENCE NORTH 76°45'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR 77.56 FEET; THENCE NORTH 01°43'58" EAST ALONG SAID SOUTH RIGHT OF WAY FOR 18.64 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 349.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 70.43 FEET, THE CHORD OF SAID ARC BEARING NORTH 07°30'49" EAST FOR 70.31 FEET; THENCE NORTH 13°17'41" EAST FOR 11.78 FEET TO THE NORTH LINE OF SAID 100 FOOT GULF POWER COMPANY RIGHT OF WAY; THENCE SOUTH 76°45'48" EAST ALONG SAID NORTH RIGHT OF WAY LINE FOR 76.00 FEET; THENCE SOUTH 13°17'41" WEST 11.86 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 273.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 55.09 FEET, THE CHORD OF SAID ARC BEARING SOUTH 07°30'49" WEST FOR 55.00 FEET; THENCE SOUTH 01°43'58" WEST FOR 34.11 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINS 0.176 ACRES MORE OR LESS.

Declaration of Covenants, Conditions and Restrictions
Laguna Haven Homeowners' Association, Inc.

EXHIBIT "B"

**ARTICLES OF INCORPORATION FOR
LAGUNA HAVEN HOMEOWNERS' ASSOCIATION, INC.**

Declaration of Covenants, Conditions and Restrictions
Laguna Haven Homeowners' Association, Inc.

THIS INSTRUMENT PREPARED BY:

Burg Law Firm, P.A.

Brandon R. Burg, Esq.

Florida Bar #58295

14101 Panama City Beach Parkway

Suite 160

Panama City Beach, FL 32413

ARTICLES OF INCORPORATION
OF
LAGUNA HAVEN HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of the laws of the State of Florida, the undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes, as amended, and does hereby certify:

ARTICLE I
NAME

The name of the corporation shall be **LAGUNA HAVEN HOMEOWNERS' ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

ARTICLE II
PRINCIPAL OFFICE

The principal street address and mailing address of the Association is:

Laguna Haven Homeowners' Association, Inc.
726 Thomas Drive
Panama City Beach, Florida 32408

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION; DEFINITIONS

The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members, and the specific purposes for which it was formed are to provide for maintenance, preservation, and architectural control of lots and common areas within the residential development known as Laguna Haven, as the same becomes subject to the Declaration of Covenants, Conditions and Restrictions to be recorded in the Public Records of Bay County, Florida (the "Declaration"), and to promote the welfare of the Owners within the Properties and to:

- a) Meet for the purpose of ascertaining the purposes or activities or eliciting the desires in which its membership is interested.

- b) Provide for the election or appointment of representatives, directors, and officers, as provided in the Bylaws, for the purposes of directing, managing, organizing the Association's activities.
- c) Exercise all powers and privileges and to perform all duties and obligations of the Association as set forth in the Declaration as recorded in the public records of Bay County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.
- d) Promulgate or enforce rules, regulations, bylaws, covenants, restrictions, or agreements to effectuate any of the purposes, and to coordinate or manage all activities for which the Association is organized.
- e) Have and to exercise any and all powers, rights, and privileges which a nonprofit corporation organized under the laws of the State of Florida may now or hereafter have or exercise unless otherwise limited by the Association's Declaration or Bylaws.
- f) Establish, collect, and disburse General and Special Assessments to be used for attainment of any of its purposes or functions or for the improvement, maintenance, facilitation, and upkeep of the Common Areas.
- g) Manage, control, operate, maintain, repair, and improve Common Areas, incorporeal interests, easements, berms, and drainage easements, drainage retention areas, ponds, etc. that are located within or nearby the Properties (including adjacent or contiguous property that becomes part of the Properties or to the extent specifically authorized by the Board of Directors) in a manner consistent with the requirements of governmental rules and regulations and to assist in the enforcement of the restrictions and covenants contained therein.
- h) Enforce covenants, conditions, or restrictions affecting the Properties (including adjacent or contiguous property that becomes part of the Properties or to the extent specifically authorized by the Board of Directors) to the extent the Association may be authorized to do so under any Declaration or Bylaws.
- i) Enter into, make, perform, or enforce contracts of every kind and description, and do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association or in association with any person, entity, or public or private entity or agency.
- j) Levy and collect adequate assessments against Association's members and lots for the cost of maintenance and operation of all activities, Common Areas as authorized by the Declaration, the Association's Members, or Board of Directors.

The definitions contained in the Declaration are incorporated herein by reference and made a part hereof.

ARTICLE IV BOARD OF DIRECTORS; MANNER OF ELECTION

- a) **Number and Qualification.** The Properties, business, and affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) directors appointed by the Declarant, unless and until the size of the Board is changed in the manner provided by the Bylaws. Directors, other than those representing the Declarant, must be Lot Owners, or if a Lot is owned by an entity, directors, other than those representing the Declarant, must own an equitable or beneficial interest in the Lot Owner.
- b) **Duties and Powers.** All of the duties and powers of the Association existing under Chapter 617, Florida Statutes, as amended, the Declaration, the Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Lot Owners when such approval is specifically required.
- c) **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Bylaws.
- d) **Term of Class "B" Member's Directors.** The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.
- e) **First Directors.** The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

Yervand Grigoryan
726 Thomas Drive,
Panama City Beach, FL 32408

Eduard Chmela
726 Thomas Drive
Panama City, FL 32408

Quincy Keith Carnley
10628 Pine Log Road
Ebro, FL 32437

ARTICLE V OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated by the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of the officers, for filling vacancies, and for the duties and qualifications of the officers. The names and

addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Yervand Grigoryan
726 Thomas Drive,
Panama City Beach, FL 32408

Eduard Chmela
726 Thomas Drive
Panama City, FL 32408

Quincy Keith Carnley
10628 Pine Log Road
Ebro, FL 32437

ARTICLE VI AMENDMENTS

Amendments to the Articles shall be proposed and adopted in the following manner:

- a) **Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall otherwise be given in the time and manner provided in Chapter 617, Florida Statutes, as amended. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- b) **Adoption.** Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes, as amended.

ARTICLE VII MEMBERSHIP AND VOTING

- a) **Mandatory Membership.** The Declarant, and every Owner as defined in the Declaration, must be a Member of the Association. Except for the Declarant, membership shall be appurtenant to and may not be separated from ownership of any Lot. All of the Association's Members agree to be bound by the terms and provisions of the Declaration, the Articles, and the Bylaws and operating procedures as may be promulgated by the Association from time to time.
- b) **Classes of Membership.** The Association shall have two (2) classes of membership: The Class "A" Members shall be the Lot Owners in the Association except for the Declarant, which shall be the sole Class "B" Member. At such time as the Declarant or any Declarant-Related Entity own less than five percent (5%) of the Lots proposed under the Master Plan, the Class "B" membership shall terminate, and the Declarant shall become a Class "A" Member entitled to Class "A" votes for each Lot which it owns.
- c) **Voting Rights.** The voting rights in the Association shall be as follows:

- i) Each Class “A” Member shall have one (1) equal vote for each Lot in which he, she, or it holds the interest required for membership as provided in the Declaration; provided, there shall be only one vote per Lot.
- ii) The voting rights of the Class “B” Member, including the right to approve, or withhold approval of, actions proposed under the Declaration, the Bylaws and these Articles, are specified in the relevant sections of the Declaration, the Bylaws and these Articles.
- iii) In any situation where there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot’s vote shall be suspended if more than one person seeks to exercise it. No vote shall be exercised on behalf of any Lot if any assessment for such Lot is delinquent. In addition, no vote shall be exercised for any property which is exempt from assessment.

ARTICLE VIII REGISTERED AGENT

The name and Florida street address of the Association’s registered agent is:

Brandon Burg
Burg Law Firm, P.A.
14101 Panama City Beach Parkway
Suite 160
Panama City Beach, FL 32413

ARTICLE IX INCORPORATOR

The name and address of the incorporator is:

Yervand Grigoryan
726 Thomas Drive
Panama City Beach, FL 32407

ARTICLE X DURATION

The Association shall have perpetual existence, unless dissolved in accordance with applicable law. In the event the Association is dissolved, and to the extent that responsibility for any surface water management system is the responsibility of the Association, then the properties consisting of such surface water management system shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system must be dedicated to a similar not for profit organization.

ARTICLE XI BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE XII INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless the Declarant, every officer, every Director, and every ARB member and committee member, their heirs, executors, and administrators against all damages, liabilities, and expenses, including reasonable attorneys' fees, incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he, she, or it may be a party by reason of being the Declarant, or having been an officer, director, ARB member, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under the Declaration, these Articles, and Florida law.

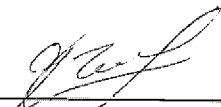
The officers, directors, ARB members, and committee members shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual, willful misfeasance, malfeasance, willful misconduct, or bad faith. The officers and directors, ARB members, and committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors, ARB members, or committee members may also be a member of the Association). The Association shall indemnify and forever hold each such officer, director, ARB member, and committee member harmless from any and all liability to others on account of any such contract, commitment, or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, ARB member, or committee member may be entitled.

The Association shall also indemnify and forever hold harmless the Declarant to the extent that any officer, director, or employee of the Declarant serves as an officer, director, or committee member of the Association and the Declarant incurs any damages or expenses, including attorneys' fees, in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding) by reason of having its officers, directors, or employees serve as officers, directors, or committee members of the Association, except that such obligation to indemnify shall be limited to those actions for which liability is limited under the Declaration, these Articles, and Florida law. This right to indemnification shall not be exclusive of any other rights to which the Declarant may be entitled.

[signature on following page]

IN WITNESS WHEREOF, the Incorporator has affixed its signature this 11th day of January, 2021.

LAGUNA HAVEN, LLC, a Florida Limited Liability Company.

By: 
Yervand Grigbryan

Its: Manager, and as Incorporator

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 607.0501 and 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida:

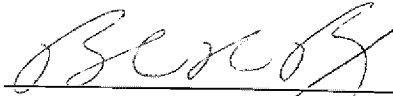
The name of the corporation is:

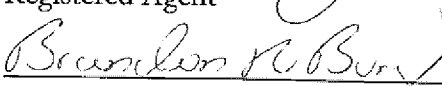
LAGUNA HAVEN HOMEOWNERS' ASSOCIATION, INC.

The name and address of the registered agent and office is:

Brandon R. Burg, Esquire
Burg Law Firm, P.A.
14101 Panama City Beach Parkway
Suite 160
Panama City Beach, FL 32413

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.



Registered Agent


Printed Name and Title

EXHIBIT "C"

BYLAWS OF LAGUNA HAVEN HOMEOWNERS' ASSOCIATION, INC.

Declaration of Covenants, Conditions and Restrictions
Laguna Haven Homeowners' Association, Inc.

THIS INSTRUMENT PREPARED BY:

Burg Law Firm, P.A.

Brandon R. Burg, Esq.

Florida Bar #58295

14101 Panama City Beach Parkway

Suite 160

Panama City Beach, FL 32413

BYLAWS

OF

LAGUNA HAVEN HOMEOWNERS' ASSOCIATION, INC.

I. DEFINITIONS

All capitalized terms not defined herein, and which are defined in the Declaration of Covenants, Conditions, and Restrictions for Laguna Haven Homeowners' Association, Inc. ("Declaration") to which these Bylaws are attached or in the Articles of Incorporation (the "Articles") of the Laguna Haven Homeowners' Association, Inc. (the "Association") shall have the same meanings as such terms are defined in the Declaration and Articles. These Bylaws of the Association shall be referred to herein as the "Bylaws".

II. LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be at 726 Thomas Drive, Panama City Beach, Florida 32408, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS

A. The Owners and the Developer, as long as it owns any Property subject to the terms of the Declaration, shall be Members of the Association as provided in the Articles and Declaration, and shall have the voting rights as set forth in the Articles and Declaration, provided that any person or entity who holds any interest in a Parcel only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and may result in the suspension of voting privileges during any period of such non-payment as provided by Florida law.

IV. BOARD OF DIRECTORS AND ELECTION OF DIRECTORS

A. A Board of Directors ("Board") consisting of three (3) Directors shall govern the affairs of the Association. In order to be eligible to serve as a Director a person must be an Owner, trustee of a trust which owns a Lot, or principal of a corporation or other entity which owns a Lot.

B. Any vacancy occurring on the Board because of death, resignation, or other termination of services of any Director, shall be filled by the Board. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor has been elected or appointed, and qualified.

C. Any Director elected by the Members may be recalled by concurrence of a majority of the votes of the Members at a special meeting of Members called for that purpose.

D. Neither Directors nor Officers shall receive compensation for their services as such, but this provision shall not preclude the Board from employing a Director or Officer as an employee of the Association so long as such engagement is disclosed and approved as provided by Florida law. Directors and Officers shall be compensated for actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties. Such compensation and/or reimbursement must be approved by the Board.

E. Any Director or Officer may resign his or her post at any time by written resignation delivered to the Secretary which shall take effect upon receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date stated unless withdrawn prior thereto. The acceptance of resignation shall not be required to make it effective. The conveyance of all interest in a Parcel owned by any Director or Officer (other than appointees of the Developer) shall constitute a written resignation of such person from the office of Director or Officer.

F. Elections to the Board may be made on written ballots or proxies, as determined by the Board. If the election is to take place by written ballots, the board must approve this procedure at least 60 days prior to the annual meeting/election. If such approval is not made by such time, the election must be conducted by proxy. Furthermore, each election may be conducted by only one means of voting (i.e. either written ballot or proxy, but not both means of voting in the same election). If the election is to be conducted by written ballot, such ballots are to be mailed to the Members not less than fifteen (15) days prior to the date for the annual meeting. The ballots shall (i) describe the vacancies to be filled, (ii) set forth the names of those nominated for each such vacancy. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles.

G. In order for an election of Directors of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than twenty percent (20%) of the Members.

H. The members of the Board elected or appointed in accordance with the procedures set forth in the Article shall be deemed elected or appointed as of the date of the annual meeting of the Members.

I. Irrespective of Section A above, during the Development Period (unless otherwise limit by Chapter 720, *Florida Statutes*), the Declarant shall appoint all Directors and Declarant may nominate or appoint (as applicable) anyone to serve as a Director, including non-owners.

V. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. The Board shall have power:

1. To call meetings of the Members.
2. To appoint and remove at its pleasure all officers, agents, and employees of the Association; to prescribe their duties and fix their compensation.
3. To establish, levy, and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.
4. To appoint committees, adopt and publish rules and regulations governing matters of common interest to the Members, including without limitation, the use of the Common Area or any portion thereof, the personal conduct of the Members and their guests thereon, and the use of Parcels as determined by the board to be in furtherance of the Association's objectives as stated herein and as provided by Florida law.
5. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations including, without limitation, contracts of insurance insuring Common Area or other Association property.
6. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as required by Florida law.
7. To supervise the enforcement of the provisions of any covenants and restrictions enforceable by the Association; including without limitation, the administration of any provisions for the imposition of fines contained therein.
8. To purchase, lease, or otherwise acquire Parcels or other property in the name of the Association or its designee.
9. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association by the Declaration, the Articles or Bylaws, except those reserved to Members in the Declaration or the Articles.
10. To contract with a manager or management company for the management and maintenance of the Common Area and other Association properties to carry out such other duties as the Board may, and delegate to such manager such authority as is necessary in order for it to carry out all of its duties.
11. To conduct any other business and make any other decisions necessary and proper to manage the affairs of the Association as determined in the business

judgment of the board and as provided in Chapter 617 and Chapter 720, Florida Statutes, and which are not otherwise expressly limited herein.

B. It shall be the duty of the Board:

1. To cause to be kept a complete record of all its acts and corporate affairs.
2. To supervise all officers, agents, and employees of the Association to insure that their duties are properly performed.
3. With reference to the assessments of the Association: 1) to fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period; and 2) to prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member.
4. To maintain the official records of the Association, which include those items specified in Florida Statutes 720.303(4).
5. To prepare from time to time, and at least annually, a budget for the Association which shall detail all accounts and items of expense the Board finds to be appropriate, determine the amount of assessments payable by the Owners to meet the expenses of the Association, allocate and assess such expenses among the Members in accordance with the provisions of the Declaration.

VI. DIRECTORS' MEETINGS

A. Regular meetings of the Board shall be held at such time, date, and frequency as the Board may establish.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than two (2) days notice to each Director.

C. Meetings of the Board shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board during which assessments or special assessments are to be established or considered, shall specifically contain a statement that the assessments or special assessments shall be considered and a statement of the nature of such assessments. Additionally, notice of any such meeting regarding assessments or special assessments must be provided to all owners by mail at least fourteen (14) days prior to the meeting.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the

minutes thereof. All such waivers, consents, and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

E. A majority of the Board shall constitute a quorum to transact business at any regularly called meeting of the Board and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

F. After proper notice, a meeting of the Board may be held with some or all of the Directors participating telephonically or by video-phone hookup. The provisions relating to quorum set forth in these Bylaws must be adhered to. Provisions should be made for Members who wish to attend in any telephonically held Board meeting.

G. Board action may be taken by waivers and consents being executed by a majority of the Board as to any issues which would regularly come before the Board, except that the annual meeting of the Board may not be held by waiver and consent, nor may any meeting at which assessments are considered be held by waiver and consent.

H. If at any regularly called Meeting of the Board, there is less than quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting of an adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

I. The presiding officer at Board meetings shall be the President, who may however designate any other person to preside.

J. If a quorum has been attained, the order of business at a Board meeting shall be:

1. Proof of due notice of meeting
2. Reading of and approval of unapproved minutes
3. Report of officers and committees
4. Old business
5. New business
6. Adjournment

Such order may be waived in whole or in part by direction of the presiding officer.

VII. OFFICERS

A. The Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be determined from time to time by the Board. The President shall be a member of the Board, but the other Officers need not be. One person may serve multiple Officer positions except that the same person may not hold the position of President and Secretary simultaneously.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his

successor shall have been duly elected. Officers, besides President, need not be Owners.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers serve at the pleasure and discretion of the Board.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Co-Vice President if designated by the Board if there is more than one Vice President, shall perform all of the duties of the President in his absence, including the execution of instruments. The Vice President shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary of the Board shall record the votes and keep the minutes of all meetings of the Members and of the Board in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer or his appointed agent shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

VIII. COMMITTEES

The President shall have the power and authority to appoint such other committees as they deems advisable. Any committee appointed by the President shall consist of a Chairman and at least two (2) or more other members. Committee members shall serve at the pleasure of the President, and shall perform such duties and functions as the President may direct.

IX. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times be subject to inspection by any Member as required in Chapter 720, Florida Statutes. The Association shall retain such records as

required by Chapter 720, Florida Statutes.

X. MEETING OF MEMBERS.

A. The annual meetings of the Members shall be held at such time, date, and location as the Board may designate. The purpose of the annual meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members or as stated in the notice of the meeting sent to Members in advance thereof. The President of the Board shall Chair the Annual Meeting unless the President otherwise designates another person to Chair the Annual Meeting.

B. Special meetings of the Members for any purpose may be called at any time by the President, by a majority of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership, exclusive of the votes. The business conducted at a special meeting shall be that stated in the notice of the meeting.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Members by hand delivery or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Members may be given notice of meeting via email provided said member has supplied written notice (email sufficient) to the Association that they are electing to receive notification via email in lieu of personal or mail deliver. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him as such address. Notice of the annual meeting of the Members shall be provided as set forth herein not less than fourteen (14) days nor more than thirty (30) days in advance of the date of the meeting. Notice of any other meeting, regular or special, shall be mailed at least fourteen (14) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting, shall involve any action as governed by the Articles or the Declaration in which other notice provisions are provided for notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding thirty percent (30%) of the total votes in the Association as established by the Articles shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

E. If any properly noticed meeting cannot be organized because a quorum has not been attained, the Members who are present either in person or by proxy may adjourn the meeting from time to time until a quorum is present provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of the meeting. Proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

F. If a quorum has been attained, the order of business at annual Members meetings, and, if applicable, at other Members' meetings, shall be:

1. Call to order by President.
2. Proof of notice of the meeting or waiver of notice
3. Reading of minutes

4. Report of Officers
5. Report of Committees
6. Election of Directors
7. Old business
8. New business
9. Adjournment.

Such order may be waived in whole or in part by direction of the President.

XI. PROXIES.

A. Except as provided in Article IV F. for elections of the Board, at all meetings of the Members, each Member may vote in person or by proxy. Proxies may be used to establish a quorum. Proxies may also be used for votes taken to amend the Articles or these Bylaws, or for any other matter that requires or permits a vote of Members.

B. A proxy may be made by any person entitled to vote but shall only be valid at the specific meeting for which originally given and any lawful adjourned meetings thereof. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Parcel, name the person or persons voting by proxy and the person authorized to vote for such person, state the date, time and place of the meeting for which it is given and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Any limited proxy shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast.

XII. DEPOSITORY

The depository of the Association shall be determined by the Board and shall be a bank in the State of Florida. Withdrawal of monies from those accounts shall be made only by checks signed by such person or the Board authorizes people as. All sums collected by the Association from assessments or otherwise may be comingled in a single fund or divided into more than one fund, as determined by the Board. In addition, a separate reserve account may be established for the Board in such a depository for monies specifically designated as reserves for capital expenditures or deferred maintenance.

XIII. FIDELITY BONDS

Fidelity bonds shall be obtained by the Association for all persons handling or responsible for Association funds in such amount as shall be determined by the Board as required by Florida law. The premiums on such bonds shall be paid by the Association as a common expense.

XIV. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles, or these Bylaws. If determined by the Board, the Board may choose to use the "Informal Procedure for Small Boards" as provided in Robert's Rules, 10th Ed.

XV. AMENDMENTS.

A. These Bylaws may be amended in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of meeting at which a proposed amendment is to be considered.
2. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than 1/3 of the Members of the Association.

B. Approval of an amendment must be:

1. By not less than a majority of the votes of all Members of the Association and by not less than 2/3 of the entire Board.

No amendment may be adopted which may eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to mortgagees of any portions of the property without the consent of the mortgagee in each instance. No amendment shall be made that is in conflict with the Articles or Declaration.

XVI. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration of Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

XVII. HEADINGS AND GENDER.

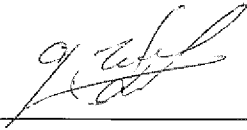
A. Headings in these Bylaws are provided for convenience only.

B. The use of a term denoting gender shall be deemed to include both or either the male or female gender designation.

[signatures on following page]

The undersigned, being the Declarant herein, has caused these Bylaws to be executed and its seal affixed this 11th day of September, 2021.

Laguna Haven Homeowners' Association, Inc.



By: Yervand Grigoryan

Its: President