

This Instrument Prepared By:

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CERTIFICATE OF AMENDMENT TO
ARTICLES OF INCORPORATION AND BY-LAWS
FOR
BROOKRIDGE HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED, as the President of Brookridge Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association"), hereby certifies to the following on behalf of the Association:

1. The Articles of Incorporation for the Association (the "Articles") were originally recorded in Official Records Book 1165, commencing at Page 2182, of the Public Records of Manatee County, Florida.

2. The By-Laws for the Association (the "By-Laws") were originally recorded in Official Records Book 1165, commencing at Page 2189, of the Public Records of Manatee County, Florida.

3. Article XVI of the Articles provides that the Articles can be amended by a majority vote of the members of the Association.

4. At a duly-called meeting of the members of the Association conducted on January 17, 2017, a majority of the members of the Association voted to amend and restate the Articles as set forth in Exhibit A attached hereto and made a part hereof by reference.

5. Article IX of the By-Laws states that the By-Laws can be amended by a majority vote of the Board of Directors for the Association.

6. At a duly-called meeting of the directors of the Association conducted on February 2, 2017, a majority of the Board of Directors of the Association voted to amend and restate the By-Laws as set forth in Exhibit B attached hereto and made a part hereof by reference.

7. The Amended and Restated Articles attached hereto as Exhibit A and the Amended and Restated By-Laws attached hereto as Exhibit B shall hereafter govern the operation of the Association, as more fully set forth therein.

WHEREFORE, the undersigned has executed this Certification on behalf of the Association this 22nd day of February, 2017.

Signed, sealed and delivered in the presence of:

BROOKRIDGE HOMEOWNERS
ASSOCIATION, INC.

Wendy Dean
Witness Signature
Printed Name: Wendy Dean

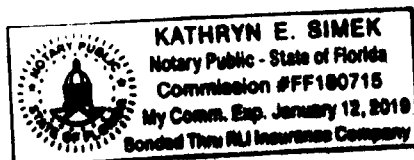
By: George E. McKeithen
George McKeithen, President

Kay Edick
Witness Signature
Printed Name: Kathryn E. Simek

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 22nd day of February, 2017, by George McKeithen, the President of Brookridge Homeowners Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation, who is personally known to me or has produced FOL as identification and did not take an oath.

Kay Edick
Notary Public
Notary Seal: Kathryn E. Simek



AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR
BROOKRIDGE HOMEOWNERS ASSOCIATION, INC.

Brookridge Homeowners Association, Inc., a Florida not-for-profit corporation, hereby amends and restates its Articles of Incorporation and certifies that:

1. The name of the corporation is Brookridge Homeowners Association, Inc., a Florida not-for-profit corporation.
2. This restatement also contains amendments to the original Articles of Incorporation which require member approval.
3. These Amended and Restated Articles of Incorporation were approved and adopted by the members of the corporation on January 17, 2017. The number of votes cast in favor of these Amended and Restated Articles of Incorporation was sufficient for approval.
4. The Articles of Incorporation for Brookridge Homeowners Association, Inc., are hereby amended and restated to read as follows:

ARTICLE I

NAME

The name of this Corporation is: Brookridge Homeowners Association, Inc. hereinafter "the Corporation".

ARTICLE II

PURPOSES AND POWERS

The Corporation does not contemplate pecuniary gain or profit, direct or indirect, to the Members thereof and the specific primary purposes for which it is formed are to provide for maintenance, preservation, control, and operation of certain property (usually referred to as "common areas") within Tract 7 of RIVER WILDERNESS PHASE I, a subdivision recorded in Plat Book 22, Pages 80 through 94, of the Public Records of Manatee County, Florida said Tract 7 being comprised of residential dwelling units commonly referred to as patio homes within said subdivision, and such additions thereto in the surrounding areas as may be added thereto; and to otherwise promote the health, safety and welfare and to enhance the civic, social and recreational interests of its Members; and to carry out the duties and obligations and receive the benefits given the Corporation under the DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR TRACT 7, RIVER WILDERNESS PHASE I, recorded in Official Records Book 1164, commencing at Page 2830, of the Public Records of Manatee County, Florida (the "Declaration").

In furtherance of these purposes, this Corporation shall have all the common law and statutory powers of a Corporation which are not in conflict with the terms of these Articles or prohibited by Statute, including all powers reasonably necessary to fulfill the above purposes, and specifically including the power to make and collect assessments against Members in accordance with the By-Laws in order to fulfill such purposes.

All funds and title of all properties acquired by the Corporation and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of these Articles and the By-Laws of the Corporation.

ARTICLE III

NON-PROFIT

The Corporation shall not exist or be operated for pecuniary gain or profit, direct or indirect, and no part of the net earnings of the Corporation or the net assets upon liquidation shall inure to the benefit of any Member. The Corporation may, however, reimburse its Members for actual expenses incurred for or on behalf of the Corporation, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Corporation, as permitted by law.

ARTICLE IV

MEMBERSHIP

Each person or entity who is a record owner of fee simple title to a site (as defined in the Declaration) within RIVER WILDERNESS PHASE I shall be a Member of the Corporation, provided that any such person or entity who holds such an interest merely as 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 property which is subject to assessment by the Corporation. Each Member of this Corporation is also automatically, by reason of his or her ownership of a site within RIVER WILDERNESS PHASE I, a member of RIVER WILDERNESS OF BRADENTON FOUNDATION, INC., a separate not for profit Florida Corporation established pursuant to that certain DECLARATION AND GENERAL PROTECTIVE COVENANTS document, recorded in Official Records Book 1100, Pages 3266 through 3290, of the Public Records of Manatee County, Florida.

ARTICLE V

VOTING RIGHTS

The owners of each site shall be entitled to one (1) vote regardless of the number of persons who may have an ownership interest therein or the manner in which title is held by them. The manner in which the voting Member is designated and the voting rights of each Member shall be set forth in the By-Laws.

ARTICLE VI

BOARD OF DIRECTORS AND OFFICERS

The affairs of the Corporation shall be managed by a Board of Directors, who must be Members of the Corporation. The Board of Directors shall consist of three (3) directors.

Directors shall be natural persons over the age of eighteen (18). The manner of election of the Directors, as well as removal of Directors and filling of vacancies on the Board, shall be as regulated by the By-Laws.

The Board of Directors may elect officers from among the Board's members, and the officers of the Corporation shall be the President, one or more Vice-Presidents, and a Secretary and such other officers and assistant officers as may be decided upon and elected by the Board. Officers shall be natural persons over the age of eighteen (18), and shall serve at the will of the Board. The election, removal and filling of vacancies shall be as regulated by the By-Laws. The same person may hold two offices, the duties of which are not incompatible, provided however the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The term of each office shall be one (1) year.

ARTICLE VII

BY-LAWS

The By-Laws of the Corporation may be altered, amended or rescinded as provided in the By-Laws.

ARTICLE VIII

TERM OF EXISTENCE

This Corporation shall exist perpetually, and its existence shall commence upon the filing of these Articles with the Florida Secretary of State.

ARTICLE IX

INDEMNIFICATION

Every Director and Officer of the Corporation shall be indemnified by the Corporation to the full extent permitted by law against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Directors as being in the best interests of the Corporation.

ARTICLE X

DISSOLUTION

This Corporation may be dissolved only with the assent given in writing and signed by the Members entitled to cast 2/3^{rds} of the votes of the membership. Written notice of a proposal to dissolve setting forth the reasons therefore and the disposition to be made of the assets (which shall be consistent with Article XI hereof) shall be mailed to each Member at least 60 days in advance of any action taken.

ARTICLE XI

DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Corporation, the assets, both real and personal, of the Corporation shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit Corporation, association, trust or other organization to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Corporation. The recipient organization must, in order for the transfer to be valid, accept the duties and obligations previously imposed on the Corporation by Manatee County or by the Southwest Florida Water Management District as to the maintenance of assets. However, no disposition of corporate property shall be effective to divest or diminish any right or title of any Member invested in him under the recorded covenants and deeds applicable to the properties unless made in accordance with provisions of such covenants and deeds.

ARTICLE XII

AMENDMENTS

These Articles may be amended as follows, subject to the restrictions set forth:

- (a) Notice of the subject matter of a proposed amendment shall be included in the notice of any membership meeting at which such proposed amendment is considered.
- (b) Each amendment must be approved by a majority vote of the Members.
- (c) No amendment shall be effective which impairs or dilutes any rights of Members that are governed by any recorded declaration of covenants, conditions and restrictions applicable to the properties which are part of the property interests created thereby.

WHEREFORE, the Corporation has caused these Amended and Restated Articles of Incorporation to be executed by its undersigned officer this 22nd day of February, 2017.

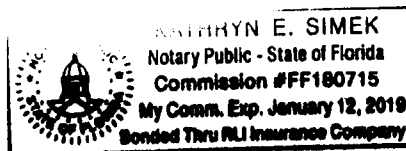
BROOKRIDGE HOMEOWNERS ASSOCIATION, INC.

By: George McKeithen
George McKeithen
its: President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 22nd day of February, 2017, by George McKeithen, the President, of Brookridge Homeowners Association, Inc., who is personally known to me or produced AK as identification and did not take an oath.

Kathryn E. Simek
Notary Public **Kathryn E. Simek**
Notary Seal:



AMENDED AND RESTATED
BY-LAWS
FOR
BROOKRIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

1.01. "ASSOCIATION" shall mean and refer to BROOKRIDGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, which has its principal place of business in Manatee County, Florida, its successors or assigns.

1.02. "Association Common Area" shall mean and refer to all real property or any interest therein (including but not limited to any lease of real property), including any improvements and fixtures thereon, owned, leased or the use of which is granted to the ASSOCIATION for the common use and enjoyment of Members.

1.03. "Board" shall mean and refer to the Board of Directors of the ASSOCIATION.

1.04. "By-Laws" shall mean and refer to the By-Laws of the ASSOCIATION.

1.05. "Declaration" shall mean and refer to the Declaration of Restrictions and Protective Covenants for Tract 7, River Wilderness Phase I, filed of record in Official Records Book 1164, Pages 2830 through 2865, of the Public Records of Manatee County, Florida, as the same may be amended from time to time.

1.06. "Dwelling Unit" shall mean and refer to any residential patio home intended for occupancy by one family or household.

1.07. "FOUNDATION" shall mean and refer to RIVER WILDERNESS OF BRADENTON FOUNDATION, INC., a Florida corporation not-for-profit, which has its principal place of business in Manatee county, Florida, its successors or assigns.

1.08. "Foundation Common Area" shall mean and refer to all real property or any interest therein (including but not limited to any lease of real property), including any improvements and fixtures thereon, owned, leased or the use of which is granted to the FOUNDATION for the common use and enjoyment of Members.

1.09. "Governing Documents" shall mean and refer to the Declaration, the Articles of Incorporation and By-Laws of ASSOCIATION, all as filed or recorded, if required, and all as may be amended from time to time. In the event of conflict or inconsistency among the documents, the governing provision shall be that first appearing in the following sequence: Declaration, Articles, By-Laws.

1.10. "Members" shall mean and refer to those Persons who are members of the ASSOCIATION and have rights, privileges and obligations with respect to the ASSOCIATION as provided in its Articles of Incorporation, in these By-Laws and in the Declaration.

1.11. "Notice" shall mean and refer to written notice.

1.12. "OWNER" shall mean and refer to the record owner, whether one or more Persons, of a fee simple title to any Site located within the Properties but excluding those having an interest in a Site merely as security for the performance of an obligation.

1.13. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more Persons having a joint or common interest, or any other legal entity.

1.14. "Properties" shall mean and refer to that certain real property, or any interest therein, including any improvements and fixtures thereon, described in the Declaration.

1.15. "RIVER WILDERNESS PHASE I" shall mean and refer to that certain subdivision, and all lands and other facilities therein, recorded in Plat Book 22, Pages 80 through 94, of the Public Records of Manatee County, Florida.

1.16. "Site" shall mean and refer to a patio home site and the Dwelling Unit thereon within Tract 7, RIVER WILDERNESS PHASE I.

1.17. "Structure" shall mean and refer to that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof".

ARTICLE II
MEMBERSHIP

2.01. Members.

(a) Every OWNER shall be a Member of the ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of any Site which is subject to assessment.

(b) Members' rights, privileges and obligations shall be as set forth herein and in the Articles of Incorporation of the ASSOCIATION and the Declaration.

2.02. Membership In FOUNDATION.

Each Member of the ASSOCIATION is also automatically, by reason of his purchase of a Site, a member of the FOUNDATION, and has all the rights of such membership including the right to use Foundation Common Area. Similarly, each Member has the duties that are connected with being a member of the FOUNDATION, including the duty to pay assessments. No attempt is made here to repeat the various provisions of the FOUNDATION Articles of Incorporation and FOUNDATION By-Laws.

2.03. Rights of Membership.

The rights of membership are subject to the payment of all assessments and charges levied by the ASSOCIATION.

2.04. Privileges of Members.

Members in good standing shall have a license to use the Association Common Areas subject to such rules and conditions as may be established by the Board.

2.05. Voting.

(a) The OWNERS of each Site shall be entitled to one (1) vote regardless of the number of Persons who may have an ownership interest therein or the manner in which title is held by them. The voting member shall be designated in writing to the ASSOCIATION.

(b) A Member may only vote upon those proposed modifications or amendments of covenants, conditions, restrictions or provisions of the Declaration or any subsequent declaration involving the ASSOCIATION to which said Member's Site is subject.

2.06. Suspension of Privileges of Membership.

The ASSOCIATION may suspend, for a reasonable period of time, the right of an OWNER, or an OWNER'S tenant, guest, or invitee, to use the Association Common Area for the failure of the OWNER of the Site or its occupant, licensee, or invitee to comply with any provision of the Declaration, these By-Laws, or the rules adopted by the Board. This paragraph does not apply to that portion of the Association Common Area used to provide access or utility services to the Site. A suspension may not prohibit an OWNER or tenant of a Site from having vehicular and pedestrian ingress to and egress from the Site, including, but not limited to, the right to park. A suspension may not be imposed by the Board until it has complied with the notice and hearing requirements set forth in the Florida Homeowners' Association Act.

2.07. Notice of Address Change.

(a) It is the obligation of each Member to keep the ASSOCIATION advised of his current mailing address.

(b) If a Member sells his Site, it shall be the Member's duty, in addition to any other duties, to provide the buyer's name and mailing address to the ASSOCIATION.

ARTICLE III

EVIDENCE OF MEMBERSHIP AND TRANSFER

3.01. Member Certificates.

Certificates of membership in the ASSOCIATION may be issued to Members. Such certificate shall be in such form as the Board shall from time to time designate and shall be issued over the signature of the President or other officer of the ASSOCIATION. Such certificate shall also clearly state on its face that the ASSOCIATION is a not-for-profit corporation. Adequate records shall be maintained by the ASSOCIATION showing the names of the Members of the ASSOCIATION and the date of membership.

3.02. Transfer.

When a Member ceases to be an OWNER, such Person's membership shall cease, but such Person shall remain liable for all ASSOCIATION assessments and charges incurred prior to the transfer of title to the OWNER'S Site.

ARTICLE IV
MEETING OF MEMBERS

4.01. Place of Meetings.

Meetings of the Members shall be held in the State of Florida in such place therein as may be stated in the notice of such meeting.

4.02. The Annual Meeting.

The annual meeting of the Members shall be held on the date and at the time established by the Board; provided, however, each annual meeting shall be held no more than thirteen (13) months after the last annual meeting.

4.03. Special Meetings.

A special meeting of the Members may be called by the Board at any time in the manner herein provided. A special meeting of the Members shall be called upon the written petition of the OWNERS of twenty percent (20%) of the Sites who would have the right to vote at such meeting. Such petition shall set forth the purpose of the special meeting.

4.04. Notice of Meetings.

Notice of the place, date and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, to each Member entitled to vote at such meeting. If mailed, such Notice shall be deemed to have been delivered when deposited in the United States Mail, addressed to the Member at his address as it appears on the records of the ASSOCIATION, with postage prepaid. At a special meeting, no business shall be conducted except that stated in the Notice of said meeting.

4.05. Quorum.

A quorum at either a special meeting or the annual meeting shall exist when there are present at the meeting, either in person or by proxy, twenty percent (20%) of the total votes which could be cast at such meeting. Unless otherwise required by law, by the Declaration, or by other Governing Document, all matters shall be decided by the majority vote of the total votes present, in person or by proxy.

4.06. Election of Directors.

(a) Directors shall be elected at the annual meeting of the Members. Nominations for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall be appointed by the Board and consist of a Chairman, who shall be a Director, and two or more Members of the ASSOCIATION. The nominating committee shall make nominations for election to the Board equal to the number of vacancies there are to be filled. Any Member who is delinquent in the payment of any fee, fine, or other monetary obligation to the ASSOCIATION on the day that he or she could last nominate himself or herself or be nominated for the Board, may not seek election to the Board, and his or her name shall not be listed on the ballot.

(b) The Secretary of the ASSOCIATION shall cause notice of each nominee of the nominating committee to be included in the Notice of the annual meeting.

(c) Election to the Board of Directors shall be by secret, written ballot. At such election the Members or their proxy may cast, in respect to each vacancy, as many votes as they are entitled to under the provisions of the Declaration. Those individuals receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

4.07. Proxies.

Every Member entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such Member or his duly authorized agent and filed with the Secretary of the ASSOCIATION. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized Person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given.

ARTICLE V

BOARD OF DIRECTORS, OFFICERS

5.01. Board of Directors.

There shall be a Board of Directors which shall be the governing body of the ASSOCIATION. The Board shall consist of three Directors. Directors must be Members. Only one (1) OWNER of a Site may serve on the Board.

5.02. Powers.

The Board:

(a) Shall designate a banking institution or institutions as depository for the ASSOCIATION's funds and the individual(s) authorized to make withdrawals therefrom and to execute obligations on behalf of the ASSOCIATION.

(b) May borrow money for ASSOCIATION purposes. A resolution by the Board that the interests of the ASSOCIATION require the borrowing for a proper corporate purpose shall be required. The Board may, if it determines that the same shall be reasonably necessary assign, pledge, mortgage or encumber any ASSOCIATION property as security for such borrowings, and may pledge or assign future revenues of the ASSOCIATION as security therefor.

(c) May adopt such rules and regulations relating to the use of the Association Common Area, and sanctions for noncompliance therewith, as it may deem reasonably necessary for the best interest of the ASSOCIATION and its Members. The Board may also establish and levy reasonable fees for the issuance of permits for erecting or placing improvements on any Association Common Area or for the use of Association Common Area.

(d) May adopt reasonable rules of order for the conduct of the meetings of the Members.

(e) May establish committees of the ASSOCIATION and appoint the members thereof. Further, it may assign to such committees such responsibilities and duties not inconsistent with the provisions of these By-Laws or with law as it may deem appropriate.

(f) In order to facilitate the business of the ASSOCIATION and to further the interests of the Members of the ASSOCIATION, the Board may enter into agreements with any Person relating to the orderly transfer of property to or from the ASSOCIATION, the maintenance of Association Common Areas, and such other matters as the Board may determine to be appropriate.

(g) Has the power to perform other acts not inconsistent with the provisions of these By-Laws or with law.

5.03. Term.

The terms of the initial Board shall be as follows: one Director shall serve a three year term; one Director shall serve a two year term; and one Director shall serve a one year term. After completion of these initial terms a Director shall serve a three year term so that each year one Director will be elected. If the size of the Board is increased, then each year one-third of the Directors shall be elected. A Director who becomes more than 90 days delinquent in the payment of any fee, fine, or other monetary obligation to the ASSOCIATION shall be deemed to have abandoned his or her seat on the Board, creating a vacancy on the Board to be filled in accordance with Paragraph 5.06 below.

5.04. Meetings of the Board of Directors.

(a) The Board shall meet at such times and places as the Board may prescribe. Written notice of the schedule of regular meetings shall be given to each Member at least two weeks prior to the date of the next regular meeting. Special meetings of the Board may be called by a majority of the Board or by the President. Notice of the place and time of a special meeting shall be given in writing to the Members and Directors at least three days prior to the date of the special meeting.

(b) If the OWNERS of 20% of the Sites petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than 60 days after receipt of the petition, take the petitioned items up on an agenda. The Board shall give all Members written notice of the meeting at which the petitioned items shall be addressed not less than 14 days before the meeting. Each Member shall have the right to speak for at least three minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

5.05. Quorum and Proxy.

A majority of the Directors shall constitute a quorum and no action may be taken without a quorum being present. No action of the Board shall be valid or binding unless adopted by the affirmative vote of the majority of those present at the meeting. Proxy voting by the Directors is prohibited.

5.06. Vacancies.

If any vacancy exists on the Board, such vacancy shall be filled by the remaining Directors even though those remaining Directors might be less than a quorum. Any individual so elected a Director shall serve out the unexpired term of the Director whom he has replaced.

5.07. Officers.

The Officers of the ASSOCIATION shall be the President, a Vice President, a Secretary, and such other Officers as the Board may from time to time appoint. Officers shall be members of the Board. The term of each Officer shall be one year. Officers must be Members of the ASSOCIATION.

5.08. President.

The President shall be vested with the powers and duties generally incident to the office of President of a non-profit corporation, except as otherwise determined by the Board, or as may be otherwise set forth in these By-Laws.

5.09. Vice President.

In the absence of the President, or in the event of his inability or refusal to act, the Vice President is empowered to act and shall thereupon be vested with the powers and duties of the President.

5.10. Secretary.

The Secretary of the ASSOCIATION shall be responsible for keeping the minutes of matters transacted at the meetings of the Members and of the Board, the mailing of all Notices required under the By-Laws, custody of the corporate seal and records, the maintenance of a list of the Members and their addresses, and the performance of all other duties incident to the office of Secretary.

ARTICLE VI
PROPERTY RIGHTS

6.01. Use.

Each Member in good standing shall be entitled to the use and enjoyment of the Association Common Area and related facilities as provided by the Declaration.

6.02. Delegation.

Any Member may delegate his rights of enjoyment in the Association Common Area and related facilities to the members of his family who reside in the Member's Dwelling Unit or to any of his tenants who reside therein under a leasehold interest. Such Member shall notify the Secretary in writing of the name of any such individual and of the relationship of the Member to such individual. The rights and privileges of such individual are subject to suspension to the same extent as those of the Member.

6.03. Rules.

The Board may develop and promulgate rules, regulations and guidelines for the use and enjoyment of Association Common Area. The rules shall include procedures, aspects and objectives of use regulation, and principles and standards for use regulation. They may be modified and supplemented from time to time, on due notice to the OWNERS and subject to adoption by the Board.

6.04. Temporary Exemptions.

The Board may issue temporary permits to exempt any prohibitions expressed or implied by the provisions of this Article, provided the person affected can show good cause and acts in accordance with the adopted rules.

ARTICLE VII
ASSESSMENTS

7.01. Assessment.

As provided in the Declaration, each Member is obligated to pay the ASSOCIATION assessments which are secured by a continuing lien upon the Site against which the assessment is made.

7.02. Purpose of Assessments.

The assessments levied by the ASSOCIATION shall be used to promote the recreation, health, safety, and welfare of the OWNERS and tenants in the Properties, specifically including the establishment and staffing of privacy/security gates, for the improvement and maintenance of the Association Common Area or Structure thereon, for the mutual protection and/or maintenance of the Dwelling Units and other Structures (including, without limitation, the purchase of a comprehensive liability and property damage insurance policy in the name of the ASSOCIATION), and for such other purposes permitted by the Governing Documents, and they shall be adequate to finance the operations and activities of the ASSOCIATION, to satisfactorily maintain the Association Common Area and to establish and maintain adequate repair and replacement reserves. Further, the assessment shall include that portion of the FOUNDATION assessment allocable to the ASSOCIATION and the Members as set by the FOUNDATION Board of Directors for the maintenance, repair and improvement of Foundation Common Area and for other authorized purposes under the FOUNDATION's Articles of Incorporation and By-Laws.

7.03. Annual Assessment.

The Board shall prepare an annual budget that sets out the annual operating expenses. The ASSOCIATION shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The annual assessment for each Site shall be determined by dividing the annual budget by the number of Sites subject to the Declaration. The Board shall fix the annual budget and the amount of the annual assessment against each Site at least sixty (60) days in advance of each annual assessment period which shall be the calendar year. Notice of the annual assessment shall be sent to every OWNER subject thereto. The due dates shall be established by the Board.

7.04. Special Assessments.

(a) In addition to the annual assessments authorized above, the BOARD may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Association Common Area.

(b) Further, when the Association deems it necessary to perform maintenance, repair or similar work on an individual Site or to an individual Dwelling Unit, for which the OWNER of such Site or Dwelling Unit is responsible, the Board may, if payment is not promptly made by the OWNER, levy a special assessment for same against said OWNER.

7.05. Time for Payment.

The assessment levied against each Site shall be payable in advance on a monthly, quarterly, semi-annual or annual basis as determined by the Board. The assessment shall be considered delinquent if it is not paid within 30 days of the due date set by the Board.

7.06. Exempt Property.

All properties designated to be dedicated to, or dedicated to and accepted by, the ASSOCIATION, Manatee county or any local public authority shall be exempt from the assessments created herein, except no land improvements devoted to dwelling use shall be exempt from said assessments.

7.07. Nonpayment of Assessments.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate permitted by Florida law, although the Board may in its discretion waive the interest. The ASSOCIATION may also charge an administrative late fee not to exceed the maximum amount permitted by the Florida Homeowners' Association Act from time to time. The ASSOCIATION may bring an action at law against the OWNER personally obligated to pay the same, or foreclose the lien against the Site. An OWNER against whom any such proceeding is successfully brought shall pay all costs of same, including reasonable attorney's fees. No OWNER may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Common Area or abandonment of his Site.

7.08. Lien for Assessment.

The ASSOCIATION has a lien upon each Site, which lien shall and does secure the monies due for all (a) assessments, (b) interest on delinquent assessments, and (c) costs and expenses, including a reasonable attorney's fee, which may be incurred by the ASSOCIATION in enforcing its lien. The lien shall be established by filing a claim of lien in the Public Records of Manatee County, Florida, but the lien shall be subordinate to the lien of any first mortgage or any other lien recorded prior to the recordation of the ASSOCIATION's lien. However, the holder of a first mortgage who acquires title to a Site by foreclosure or by deed in lieu of foreclosure shall be required to pay the delinquent assessments in accordance with the requirements of the Florida Homeowners' Association Act. The Board shall decide when and whether to file a claim of lien on a case-by-case basis in a non-discriminatory manner.

7.09. Proof of Payment.

Upon request, the ASSOCIATION shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

7.10. Suspension.

(a) If an OWNER is more than 90 days delinquent in paying any fine, fee, or other monetary obligation due to the ASSOCIATION, the Board may suspend the rights of the OWNER, or the OWNER'S tenant, guest, or invitee, to use the Association Common Area until the fee, fine, or other monetary obligation is paid in full. This subparagraph does not apply to that portion of the Association Common Area used to provide access or utility services to the delinquent OWNER'S Site. A suspension may not prohibit an OWNER or tenant of a Site from having vehicular and pedestrian ingress to and egress from the Site, including, but not limited to, the right to park. The right to use the Association Common Area shall not be suspended until the ASSOCIATION has complied with the notice and hearing requirements set forth in the Florida Homeowners' Association Act.

(b) The ASSOCIATION may suspend the voting rights of an OWNER for the non-payment of any fee, fine, or other monetary obligation due to the ASSOCIATION that is more than 90 days delinquent. A notice to the OWNER and a due process hearing is not required to impose the suspension of voting rights. However, the suspension must be approved at a properly noticed Board meeting. Upon approval, the ASSOCIATION must notify the OWNER and, if applicable, the occupant, licensee, or invitee of the OWNER by mail or hand delivery. The suspension automatically ends upon full payment of all obligations currently due or overdue to the ASSOCIATION.

ARTICLE VIII

INDEMNIFICATION

Every Director and Officer of the ASSOCIATION shall be indemnified by the ASSOCIATION to the full extent permitted by law against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a part or in which he may become involved by reason of his being or having been a Director or Officer of the ASSOCIATION, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that all settlements must be approved by the Board as being in the best interests of the ASSOCIATION.

ARTICLE IX

AMENDMENT

These By-Laws may be amended by a majority vote of the Board.