

BROOKRIDGE COMMUNITY PROPERTY OWNERS, INC.
A CORPORATION NOT FOR PROFIT
AMENDED AND RESTATED BYLAWS

These are the Amended and Restated Bylaws of Brookridge Community Property Owners, Inc.

ARTICLE I: NAME

Section 1. The name of this corporation is Brookridge Community Property Owners, Inc., a corporation not for profit, hereinafter referred to as BCPO.

ARTICLE II: OBJECTIVES AND PURPOSES OF CORPORATION

Section 1. The objectives and purposes of the BCPO shall be to:

- A. Own, maintain and operate community, recreational, and common properties and facilities, pursuant to appropriate restrictions running with the land;
- B. Assess and collect from the Owners of all lots within the Community the funds necessary for such operation and maintenance;
- C. Engage in and carry out community projects, recreational and social functions and activities for the good and enjoyment of the community; and
- D. Promote the good will and common cause to achieve and maintain a stable congenial place to live.

Section 2. In connection therewith, this Corporation shall have all of the powers enumerated in Florida Statutes 617 and 720, as well as other related Florida statutes.

ARTICLE III: OFFICE AND REGISTERED AGENT

Section 1. The principal office of the BCPO shall be located at 7300 Brookridge Central Boulevard, Brooksville, Florida 34613, or at such other place within Brookridge Community as may hereafter be designated by the Board of Directors.

Section 2. Board Secretary shall be the registered agent upon whom process may be served.

ARTICLE IV: MEMBERSHIP OF THE CORPORATION

Section 1. All Owners of property within the Brookridge Community shall be BCPO Members and shall be admitted to such membership upon recording of the deed, or purchase contract, in the public records of Hernando County, Florida. The conveyance away, or loss of rights of ownership, shall automatically divest such party of membership.

ARTICLE V: BOARD OF DIRECTORS

Section 1. The Board of Directors, hereafter Board, shall consist of no more than nine (9) or less than three (3) Directors. Directors shall be elected by the Members for staggered terms. Any vacancy on the Board occurring by virtue of the expiration of a Director's term shall be filled by electing a Director for a term of three (3) years. Each Director's term shall extend until his or her successor is duly elected and qualified or until he or she is removed. No Director shall receive compensation for any work performed on behalf of BCPO, except for Board approved mileage reimbursement.

Section 2. All Directors must reside year round in Brookridge and be a BCPO Member.

Section 3. Directors shall be sworn to serve their respective terms of office for which elected, at the annual Meeting, and shall serve until their successors are sworn to office.

Section 4. The organizational meeting of the new Board shall be held immediately following the Annual Meeting for the sole purpose of formation of the Board and election of officers.

Section 5. The Board may adopt such Rules and Regulations and policies and guidelines for the conduct of their meetings and management of BCPO affairs as they deem proper, so long as they are not inconsistent with the Governing Documents or Florida Statutes.

Section 6. The responsibility of administering BCPO's various affairs may be divided among various committees and/or departments, as determined and agreed to by the Board.

Section 7. Any Director may be recalled and removed in accordance with Florida Statute 720.

Section 8. Continuous or numerous absences from attending Board meetings without apparent cause or excuse may be a cause for the Board to recommend a recall vote to the Members.

Section 9. Any vacancy occurring on the Board following acceptance of a signed written resignation from the resigning Director may be filled by a majority vote of the Board until the next election of Directors.

Section 10. The Board shall have general control and management of BCPO affairs. The Board: May authorize the execution of contracts, deeds and other instruments of conveyance; May pledge, mortgage, encumber or execute other instruments of indebtedness; provided, however, no conveyance, other than conveyance of individual BCPO owned lots, shall be made without prior approval, by ballot, of a simple majority of the BCPO members; Shall place all revenue from the sale of lots in one of the reserve accounts; Shall ensure that all expenditures are within the overall limits of the budget - any expenditure for alterations or improvements, not included in the approved budget, shall not exceed \$2,000.00 except in emergency situations requiring immediate action; and is the sole interpreter of the BCPO Governing Documents and shall have authority to make final and binding decisions regarding the interpretation of the Governing Documents.

ARTICLE VI: UNIT REPRESENTATIVES

Section 1. There shall be elected 2 Unit Representatives for Units 1, 2, 3, and 6, and 4 Unit Representatives for Unit 4. Unit Representatives shall be elected for staggered terms of two (2) years each, with one representative being elected each year from Units 1, 2, 3, and 6, and two Unit Representatives being elected each year from Unit 4. Only members of the respective units shall be entitled to vote for their Unit Representatives. For purposes of this section, Members owning Lots in Unit 6A shall be considered as part of Unit 6 (i.e., two Unit Representatives shall be elected to represent Units 6 and 6A collectively from these Units). At the first meeting following the regular election of Unit Representatives, a chairperson and a co-chairperson shall be elected.

Section 2. All Unit representatives must be a BCPO Member and preferably a full time resident of Brookridge.

Section 3. Continuous or numerous absences from attending Unit Representatives meetings without apparent cause or excuse may be cause for removal.

Section 4. If a vacancy occurs during an elected term of a Unit Representative, the Board shall appoint a person to fill such vacancy until the next regular election.

ARTICLE VII: OFFICERS/DIRECTORS/LIAISONS

Section 1. The Officers of the BCPO shall be President, First Vice President, Second Vice President, Secretary and Treasurer. Officers shall be elected by the members of the Board.

Section 2. The term of the officers shall be one year, or until their successors are elected or appointed, and sworn in. In the case of a vacancy in office, such vacancy may be filled

for the duration of the unexpired term by vote of the Board at any regular or special meeting of the Board. Candidates for appointment to fill a vacancy will be interviewed by the Board prior to appointment.

Section 3. The President shall be charged with responsibility of acting as the Chief Executive Officer in connection with the affairs of the BCPO. Further, the President shall: within fifteen (15) days after the Annual Meeting, define the duties of the directors; and Preside at all meetings, call meetings when deemed appropriate, or upon written request of a majority of the Board.

Section 4. The First Vice President shall act for the President upon his/her request, or in his/her absence, and perform such other duties prescribed by the President.

Section 5. The Second Vice President shall act for the President upon his request, or in the absence of the First Vice President, or upon the request of the First Vice President in the absence of the President, and perform such other duties prescribed by the President.

Section 6. The Secretary shall be responsible for: Maintaining minutes of all BCPO Meetings and Board Meetings; Maintaining records and files of all BCPO matters pertaining to Board legal matters; Correspondence of the President and the BCPO and keep copies and files thereof; Preparation and mailing of all ballots/propositions and shall assist the President and Vice Presidents in the performance of their duties; and notifying the Secretary of State of Florida of the names and addresses of the Registered Agent and officers.

Section 7. The Treasurer shall: Be responsible for a roster of all BCPO Members, with present address, prior address, description of parcels owned by unit, block and lot number; Keep a record of all receipts and disbursements, and render a monthly Treasurer's Report to the Board; Keep a record of all paid and unpaid assessments; Pay all expenses approved by the Board; Prepare an annual financial statement; Prepare or cause to be prepared and file the income tax forms required and such other State and Federal government reports required to be filed; Maintain a bond for all Officers at BCPO's expense in an amount determined by the Board; and Be responsible for preparation of the annual budgets.

Section 8. An officer may be removed from office at any time at the discretion of the Board, upon a simple majority vote of the total number of Board members eligible to vote at any meeting of the Board.

Section 9. Any Officer may resign by either announcing their resignation at a Board meeting or by submitting a signed written resignation to the Board. The vacancy may be filled by a majority vote of the Board until the next election of Officers.

ARTICLE VIII: GENERAL MANAGER OR ADMINISTRATOR

Section 1. Board may employ a General Manager or Administrator who shall be under direction of the President and will cooperate with and assist officers and directors of the Board as requested. Appropriate position description will be maintained in the Administration Office, reviewed annually by the Board and revised or expanded as appropriate. General Manager or Administrator will be governed by provisions of the Employee Relations Manual as they apply to that position.

ARTICLE IX: NOMINATION AND ELECTION OF DIRECTORS AND UNIT REPRESENTATIVES

Section 1. Board shall appoint a Chairperson and Nominating Committee of not less than three or more than five Members by December 1st of each year to nominate candidates for election to the Board and Unit Representatives.

Section 2. Nominating Committee shall select one or more candidates for each vacancy on the Board and appropriate number of candidates for each vacancy for Unit Representatives.

Section 3. Voting will be by ballot. Candidates for the Board will be included on the ballot without a designated length of term. Candidates receiving the highest number of votes will be assigned to existing vacancies in descending order by the number of votes.

ARTICLE X: MEETINGS

Section 1. All meetings, except emergency meetings, shall be posted in accordance with Florida Law. The conduct of all meetings shall be by Robert's Rules of Order.

Section 2. Annual and Special Meetings of Members shall be held in the main hall at the Community Building and convened at 7:00 P.M.

Section 3. The Members present at an Annual or Special Meeting shall constitute a quorum, regardless of the number present.

Section 4. All voting shall be by simple majority vote of those Members casting a vote at a meeting or by ballot. Only one Member per lot is entitled to vote. A lot is defined as a platted lot within the Brookridge Community. One half (1/2) or less of a platted lot does not qualify as a lot.

Section 5. Annual Meeting of Members

- A. The Annual Meeting shall be held on such a date as determined by the Board to announce the results of the election of Directors and Unit Representatives; to install the new Directors and Unit Representatives; and to receive the annual reports on the affairs of the community, the financial position, and future events and needs.
- B. Written notice of the Annual Meeting, with an election ballot and any applicable proposition ballots enclosed, shall be mailed or delivered to all Members at least thirty (30) days prior to the meeting date.
- C. All ballots must be returned by mail or delivered to the Business Office on or before close of business on Monday preceding the date established for the Annual Meeting.

Section 6. Special Meetings of Members

- A. The purpose of a Special Meeting must be stated in the notice that is mailed or delivered to the Members at least 14 days prior to the meeting. Final action can only be taken on those items stated in the notice.
- B. The President may call Special Meetings of the membership at such times as it is deemed necessary by the President or five (5) Directors. President shall call Special Meetings of the membership when requested in writing by twenty (20) percent of the Members.

Section 7. Board Meetings

- A. Regular Board Meetings will be held at least once a month, at the time, day and location designated by resolution of the Board. Limited Agenda Board Meetings shall be scheduled in the same manner as Regular Board Meetings.
- B. Board Meetings are open to all Members and to the spouses and lineal descendants over the age of 18, of the Members, all of who shall be permitted to speak at meetings.
- C. Except as otherwise provided in the Governing Documents, all decisions of the Board may be made by a simple majority vote at any Board meeting when a quorum is present.
- D. A quorum of the Board is a simple majority of the Board.
- E. At the Regular Board Meeting held on a Wednesday evening in January, the Nominating Committee shall submit their report regarding nominees for Director and Unit Representative. Random drawing shall be conducted to determine placement of names on the ballot.

- F. At the Regular Board Meeting held on a Wednesday evening in October, the Assessment Budget shall be presented for discussion.

ARTICLE XI: FINANCE

Section 1. BCPO funds shall be deposited in the name of the Corporation in such banks, savings and loan associations, certificates or money market funds as determined by the Treasurer to be in BCPO's best interests, with timely and proper notification to the Board.

Section 2. All checks, drafts, notes, bills of exchange, and orders for payment of money or the transfer of funds, shall be signed by not less than two of the designated signatories.

Section 3. Reserves. In order to properly maintain the common areas, the Board shall:

- A. Establish and maintain a Reserve study and funding plan.
- B. Assure that the operating budget contains funds per the reserves funding plan.

ARTICLE XII: ASSESSMENTS

Section 1. Annual Assessments. For determination of the annual assessment the Board shall present an operating budget each year at the Regular Meeting held on a Wednesday evening in October. Budget approval to be by simple majority of ballot votes cast in the Community Building between the hours of 8:00 AM and 7:00 PM on the Tuesday preceding the November Wednesday evening Board Meeting.

Section 2. Special Assessments. In addition to the annual assessments, the Board may levy at any time a Special Assessment applicable to that fiscal year only for the purpose of defraying in whole or in part the cost of any reconstruction or repair of a capital improvement upon the Common Area(s), including fixtures and personal property related thereto. All Special Assessments shall be by resolution adopted by the Board at a meeting of the Board called for such purpose.

Section 3. Individual Assessments. The Board may levy an Individual Assessment against any Member in order to cover costs incurred by the BCPO for loss or damage to the BCPO or to any Common Area caused by the Member or Member's lessee, agent, contractor, guest, or occupant, and not covered by insurance or for any other purpose permitted by the Deed Restrictions.

Section 4. Each lot shall be assessed its proportionate share of Assessments. Where an Owner owns a portion of a Lot (as opposed to the entire Lot), said Owner shall owe a portion of a full Lot's assessment equal to the percentage of the Lot owned (e.g., if an Owner owns one-half of a full Lot, said Owner will owe one-half of the assessment due for such Lot).

Section 5. A Member who rents or leases a home to another shall continue to be responsible for all assessments made against the deeded lot(s) during the rental occupancy.

Section 6. BCPO has the rights and remedies for collection of delinquent monthly charges and assessments per the Deed Restrictions and associated Rules and Regulations.

ARTICLE XIII: AUDIT

Section 1. The Board, in consideration of Treasurer's recommendation, shall employ a Certified Public Accountant/accounting firm to conduct an annual audit. Report of Audit shall be made to the membership at a scheduled Board meeting as soon as audit is available.

ARTICLE XIV: VIOLATIONS AND ENFORCEMENT

Section 1. The Board has the right and responsibility to enforce Member compliance with all Governing Documents. Enforcement may include fines, suspension of rights and legal proceedings as authorized by the Deed Restrictions.

Section 2. Prior to imposing either a fine or suspension, the Board shall appoint a Violation Review Committee (i.e. VRC) per the Governing Documents.

Section 3. The VRC shall provide a written decision and recommendation to the alleged violator and Board.

Section 4. The Board in its sole unfettered discretion shall take action equal to or less than the VRC recommendation.

ARTICLE XV: ARCHITECTURAL CONTROL

Section 1. The Board shall appoint an Architectural Control Committee (i.e. ACC) of not less than three (3) or more than seven (7) Members. The ACC shall review proposed plans, designs, appearance and location of new homes and Improvements.

Section 2. The Board shall adopt written guidelines to assist the ACC and Members through the architectural review process.

ARTICLE XVI: CORPORATE SEAL

Section 1. The Seal of the Corporation shall be circular in form, shall bear the name of the Corporation around the circumference thereof and the year in which the Corporation was formed in the center thereof.

ARTICLE XVII: FISCAL YEAR

Section 1. The fiscal year of the Corporation shall be the calendar year.

ARTICLE XVIII: AMENDMENT OF BYLAWS

Section 1. The Bylaws may be amended or modified by simple majority vote of the Members participating in the voting by ballot. Prior to voting the Board shall:

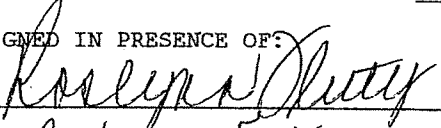
- A. Hold a public hearing at least 30 days in advance of voting; and
- B. Post notice on official bulletin boards at least ten (10) days prior to the public hearing. Notice to include proposed alterations or changes to the bylaws.

Section 2. The Bylaws may be amended by the Members upon submitting appropriate recommendations to the Board. Such recommendations to be accompanied by petition signed by at least twenty (20) percent of the total voting interests of the BCPO. Recommendations will be forwarded to all Members for vote and enacted by majority of votes cast.

Section 3. Invalidation of any provisions of these Bylaws shall not affect any of the remaining provisions thereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, BROOKRIDGE COMMUNITY PROPERTY OWNERS, INC. has caused these presents to be executed in its name, this 18 day of April, 2007.

SIGNED IN PRESENCE OF:

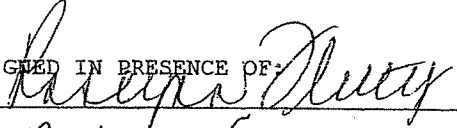


Roslynn Fury

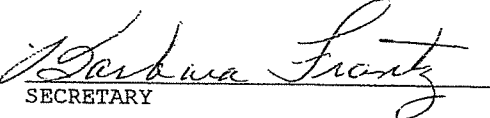


PRESIDENT

SIGNED IN PRESENCE OF:



Roslynn Fury



SECRETARY

Prepared by and return to:

Steven H. Mezer, Esquire
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601-3913

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**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED BYLAWS
OF
BROOKRIDGE COMMUNITY PROPERTY OWNERS ASSOCIATION, INC.
AND TO THE
AMENDED, RESTATED AND CONSOLIDATED RESTRICTION AGREEMENT
FOR
BROOKRIDGE COMMUNITY**

We, Larry Miller, as President, and Kenneth E. Sajdak, as Secretary of Brookridge Community Property Owners, Inc. (hereinafter "BCPO"), do hereby certify that at the annual meeting of the members of BCPO held on April 15, 2015, wherein a quorum of the members was present, the following amendments to Article V, Section 9 of the Amended and Restated Bylaws of Brookridge Community Property Owners Association, Inc. and Article I, Section 4, Article IV, Section 1 and Article XI, Section 7 of the Amended, Restated and Consolidated Restriction Agreement for Brookridge Community, were approved by the affirmative vote of two-thirds (2/3) of the members of BCPO, who were entitled to vote and who were present in person or by absentee ballot at said annual meeting of the members of BCPO:

I. ~~Article V, Section 9 of the Amended and Restated Bylaws of Brookridge Community Property Owners Association, Inc. is amended to read as follows:~~

Any vacancy occurring on the Board following acceptance of a signed written resignation from the resigning Director may be filled by a majority vote of the Board until the next election of Directors. A nomination or vote to elect a Board member created by a vacancy on board due to resignation or removal shall only occur at a regularly scheduled Board of Directors' meeting and may not occur at a special meeting.

II. Article I, Section 4 of the Amended, Restated and Consolidated Restriction Agreement for Brookridge Community is amended to read as follows:

Section 4. "Commercial Vehicle" shall mean and refer to any motorized or towed vehicle which possesses any or all of the following characteristics:

- A. weighs 10,000 pounds Gross Vehicle Weight (hereinafter GVW) or more, excluding recreational vehicle(s);
- B. is designed to transport more than 10 passengers, including the driver;
or
- C. is a vehicle bearing lettering, coloring, markings, logos, signage, or tools or equipment visible from the exterior of the vehicle reflecting the trade or occupation of the owner or operator of the vehicle.

III. Article IV, Section 1 of the Amended, Restated and Consolidated Restriction Agreement for Brookridge Community is amended to read as follows:

Section 1. Home Maintenance. Owners shall keep their Homes in good physical repair and properly maintained to the level or standards established by the BCPO. In the event any Home fails to comply with this Section for any reason including damage caused by storm, vandalism, neglect or other means, the BCPO has the right, but not the duty, to require repairs consistent with the provisions hereof be made within such reasonable time period as established by the BCPO. or the BCPO may require removal of a damaged Home, if it has been rendered uninhabitable and remained uninhabitable for not less than 90 days and the Owner has failed to diligently pursue repairs consistent with the provisions hereof. If a Home is removed and construction of new Home is not commenced and thereafter diligently pursued on that Lot within 60 days of removal of the Home, the Lot shall be restored to its original unimproved condition, with the exception of an existing concrete parking pad. All other visible improvements, including but not limited to swimming pool or screening, must be removed from the Lot within 60 days of removal of the Home. Thereafter, the vacant Lot shall be regularly mowed and maintained by the Owner.

IV. Article XI, Section 7 of the Amended, Restated and Consolidated Restriction Agreement for Brookridge Community is amended to read as follows:

Section 7. Delivery of Notices. Notices required under this Section shall be in writing and delivered by hand or U.S. Mail to the address listed in the BCPO's records ~~or~~ and to the owner's address on the last tax roll of Hernando County, Florida, if different, and shall be deemed delivered as of the date that the notices are mailed.

CODING: New language noted with a double-underline. Delete language noted with a ~~strikethrough~~.

[Officers' Signatures on Page 3]

Signed, sealed and delivered in the presence of:

BROOKRIDGE COMMUNITY PROPERTY OWNERS INC,

Betty Hine
Print name: Betty Hine
Michelle O'Connor
Print name: Michelle O'Connor

By: Larry Miller
Larry Miller, President

Signed, sealed and delivered in the presence of:

ATTEST:

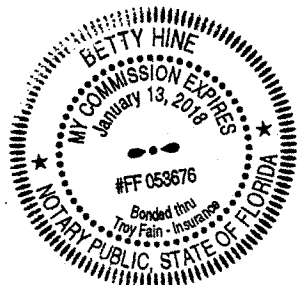
Betty Hine
Print name: Betty Hine
Michelle O'Connor
Print name: Michelle O'Connor

By: Kenneth E. Sajdak
Kenneth E. Sajdak, Secretary

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 22 day of May, 2015, by Larry Miller and Kenneth E. Sajdak, as President and Secretary, respectively, of Brookridge Community Association, Inc., who are personally known to me or have produced DRIVERS LIC as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Amended and Restated Bylaws of Brookridge Community Property Owners Association, Inc. and Amended, Restated and Consolidated Restriction Agreement for Brookridge Community, and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22nd day of May, 2015.



Betty Hine
NOTARY PUBLIC, State of Florida
Betty Hine
Print Name
My Commission Expires: 1-13-2018