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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BAY TREE**

WHEREAS, Scottsdale Investment Group, Inc., a Florida corporation, recorded a certain Declaration of Covenants and Restrictions For Bay Tree, dated August 3, 1992 and recorded August 29, 1992, in Official Records Book 805, Page 543, et seq., Public Records of St. Lucie County, Florida; and

WHEREAS, Scottsdale Investment Group, Inc., a Florida corporation, now desires to amend the Declaration by way of this First Amendment;

NOW THEREFORE, in consideration of the foregoing premises, the Declaration is hereby amended as follows:

1. Article 4. Property Rights of the Declaration of Covenants and Restrictions For Bay Tree is hereby amended to read as follows:

**ARTICLE 4.
PROPERTY RIGHTS**

Section 4.1 Title to Common Area. The Developer will convey, at such time as it in its sole discretion deems appropriate, the title to areas which are for the use and benefit of all of the Owners of property in BAY TREE subject to any restrictions, conditions, limitations, road dedications and rights-of-way, easements of record and for drainage and public or private utilities, and to perpetual non-exclusive easements for ingress to and egress from Developer's property in BAY TREE, for Developer, its invitees, licensees, successors and assigns. After the conveyance of the Common Area to the Association, the Association shall operate and maintain all portions of the Common Area.

(a) The surface water management system shall be owned by the Association. The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Association Property, the Common Property and the surface water management system as permitted by the South Florida Water Management District including, but not limited to, all retention areas, culverts and related appurtenances. The Association, through its agents and employees or through a management entity contracted by the

Douglas Dixon, Clerk of the Circuit Court - St. Lucie County
File Number: 1214648 OR BOOK 0815 PAGE 1513
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RUTLAND & SUMMERS, P.A.
ATTORNEYS AT LAW
SUITE 200
10 CENTRAL PARKWAY
STUART, FLORIDA 34994

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Association, shall ensure that all parcels are mowed and edged and kept free of debris and vegetation (including weeds, underbrush and/or unsightly growths).

(b) The wetland preservation/mitigation areas, upland buffer zones, and/or upland preservation areas are hereby dedicated as conservation and common areas. The conservation/common areas shall be the perpetual responsibility of the Bay Tree Homeowner's Association, Inc. and may in no way be altered from their natural state with the exception of permitted restoration activities. Activities prohibited within the conservation areas include, but are not limited to: construction or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic/nuisance vegetation removal; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

(c) Any amendment to this Declaration which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

Section 4.2 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) All provisions to this Declaration, any plat of the property in BAY TREE and the Articles of Incorporation and By-laws of the Association;

(c) Rules and regulations governing the use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate;

(d) Restrictions contained on any and all plats of all or any part of the Common Area or filed separate but in conjunction with such platting;

(e) The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by that Owner, and for any period during which such Owner is in violation of this Declaration, or any of the rules and regulations of the

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Association;

(f) The right of the Association to properly maintain the Common Area;

(g) The right of the Developer to grant easements over, through and underneath the Common Area, and the Lots for present and future utility services to BAY TREE, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, landscape preservation, sprinkler pipes, telephone cables, television cables, security wires and street lights. Easements for such utility services are reserved by Developer for all buildings and improvements which have been or may be constructed in BAY TREE and Developer may grant specific easements to utility companies and others as reasonably necessary;

(h) The right of the Developer or the Association to grant easements over the Common Area for cable television, cable radio, or similar operations. However, the granting of such easements shall be in the sole and absolute discretion of the Developer or the Association. No easement provided for herein or on any plat of BAY TREE may be used for the above purposes without the consent of the Association or the Developer, which consent may be made in their sole and absolute discretion. The rights granted herein may not be eliminated or limited by the Association except with the written approval of the Developer; and

(i) In case of any emergency originating in, or threatening any Lot, regardless of whether the Owner is present at the time of such emergency, the right of the Board of Directors of the Association or any other person authorized by the Association, or the management agent under a management agreement, to enter such Lot and the improvements located thereon, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

Section 4.3 Title and Maintenance After Dissolution. The Association shall not be dissolved nor shall it dispose of any common area, by sale or otherwise (except to an organization conceived and organized to own and maintain the common area) without first receiving approval from the Board of County Commissioners of St. Lucie County, Florida, (hereinafter referred to as the "Commission"). The Commission, as a condition precedent to the dissolution or disposal of common areas may require dedication of common areas or utilities to the public as deemed necessary. In the event the Association (or any successor organization) fails at any time to maintain the common areas or any other area it is responsible to maintain under the terms of this Declaration (hereinafter the "maintenance area"), in reasonable, attractive and safe order and condition, the Commission may serve written notice

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by regular United States mail upon such organization and upon each owner of real property within BAY TREE, the names and addresses of such owners to be obtained from the records of the St. Lucie County property appraiser or from such other sources of the Commission deems reliable, which notice shall set forth the manner in which the organization has failed to maintain the maintenance areas in reasonable order and condition and shall demand that the failure be remedied within thirty (30) days of sending the notice or in the alternative that the organization appear before the Commission at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of the notice) either to contest the alleged failure to maintain the maintenance areas or to show cause why it cannot remedy the failure within the thirty (30) day period. If the failure has not been remedied within the thirty (30) day period or any longer period the Commission may have allowed, then the Commission shall hold a public hearing to consider the advisability of the County entering upon and maintaining them for a period of one year. Notice of such hearing shall be sent by regular United States mail to the organization involved and to each owner of the real property within BAY TREE, the names and addresses of such owners to be obtained from the records of the St. Lucie County property appraiser or from such other sources as the Commission deems reliable, and shall be published one time in a newspaper of general circulation published in St. Lucie County, Florida. The notice shall be sent and published at least fifteen (15) days in advance of the hearing. At the hearing the Commission may determine that it is or is not advisable for the County to enter upon the maintenance areas to take non-exclusive possession of them, and maintain them for one year. Entry, possession and maintenance, when followed on accordance with the above procedure, shall not be deemed a trespass and shall not be construed to give the public or the County any right to use the maintenance areas. The County may, upon public hearing, with notice given and published in the same manner as above, return possession and maintenance thereof to the organization, or successor organization, abandon such possession and maintenance, or continue possession and maintenance for additional one year periods. The cost of maintenance by the County, mentioned above, shall be assessed ratably against the properties within BAY TREE and shall become a charge or lien on the properties if not paid to the County within thirty (30) days after receipt of a statement therefor.

2. Exhibit "C", attached to the Declaration and entitled "By-Laws of B.T. Homeowner's Owners Association, Inc." is deleted

in its entirety and is replaced by the First Amended By-Laws of B.T. Homeowner's Association, Inc. attached hereto, the original By-Laws having contained scrivener's errors as set forth on the attached Scrivener's Affidavit.

3. All of the terms and conditions of the Declaration of Covenants and Restrictions For Bay Tree, except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, SCOTTSDALE INVESTMENT GROUP, INC., a Florida corporation, has caused this document to be duly executed as of the 22nd day of October, 1992.

SCOTTSDALE INVESTMENT GROUP, INC.,
a Florida corporation

By:

ANDREW CARLTON, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 22nd day of October, 1992, by ANDREW CARLTON, as President of SCOTTSDALE INVESTMENT GROUP, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

Samuel Skelton
Notary Public, State of Florida
Commission No. AA 720482
My Commission Expires: 10/31/93

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT-31, 1993
BONDED THRU GENERAL INS. UND.

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OR BOOK 0815 PAGE 1517

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THIS INSTRUMENT PREPARED BY:
RUTLAND & SUMMERS, P.A.
10 Central Parkway, Suite 350
Stuart, FL 34994

STATE OF FLORIDA)

COUNTY OF MARTIN)

SS:

SCRIVENER'S AFFIDAVIT

BEFORE ME, a notary public in and for said County and State personally appeared, ROBERT P. SUMMERS, who being first duly sworn, deposes and states as follows:

1. I am an Attorney at Law practicing in the State of Florida.

2. I prepared a Declaration of Covenants and Restrictions for Bay Tree recorded in Official Records Book 805, Page 543, Public Records of St. Lucie County, Florida.

3. Attached as Exhibit "C" to the Declaration are the By-Laws of B.T. Homeowner's Association, Inc. commencing at Official Records Book 805, Page 575, public records of St. Lucie County, Florida. Erroneously as a consequence of a scrivener's error the By-Laws are entitled "By-Laws of B.T. Homeowner's Owners Association, Inc." and that the By-Laws should be entitled "By-Laws of B.T. Homeowner's Association, Inc. Said By-Laws also contained a reference to "Castle Hill" and the reference therein was intended to have been a reference to Bay Tree in lieu of Castle Hill. The First Amended By-Laws of B.T. Homeowner's Association, Inc. reflecting the correction of the scrivener's errors are attached hereto.

4. Further Affiant saith not.

ROBERT P. SUMMERS

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 2nd day of October, 1992, by ROBERT P. SUMMERS, who is personally known to me and who did take an oath.

Notary Public, State of Florida
Commission No. AA720482
My Commission Expires:

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NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP OCT 31, 1993
BONDED THRU GENERAL INS. UND.

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**FIRST AMENDED
BY-LAWS
OF
B.T. HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE 1.
IDENTITY**

These are the By-Laws of B.T. HOMEOWNER'S ASSOCIATION, INC., called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on July 31, 1992. The Association has been organized for the purpose of operating the common areas of BAY TREE Subdivision, St. Lucie County, Florida, which shall be located upon the lands described in the Declaration of Covenants and Restrictions for Bay Tree, recorded or to be recorded in the Clerk's Office of the Circuit Court of St. Lucie County, Florida.

Section 1.1 Initial Office. The initial office the Association will be at 301 Indian Grove Drive, Stuart, Florida 34994.

Section 1.2 Fiscal Year. The fiscal year of the Association will be the calendar year.

Section 1.3 Corporate Seal. The seal of the association will bear the name of the Association, the word "Florida", and the words "Corporation not-for-profit" and the year of incorporation.

**ARTICLE 2.
MEMBERS' MEETINGS**

Section 2.1 Annual Meeting. The annual members' meeting will be held at 7:30 P.M., Eastern Standard Time, on the second Thursday in January of each year, or at such other date and/or time determined by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is legal holiday, the meeting will be held at the same hour on the next day that is not a holiday.

Section 2.2 Special Meetings. Special members' meetings will be held whenever called by the President or by a majority of the Board of Directors; and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

Section 2.3 Notice. Notice of all members' meetings stating the time and place and the objects for which the meeting is called

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will be given by the President or Secretary unless waived in writing. Such notice will be in writing to each member at his address as it appears on the books of the Association and will be mailed not less than fourteen (14) days prior to the date of the meeting. Notice of a meeting may be waived before or after the meeting.

Section 2.4 Quorum. A quorum at members' meetings will consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present will constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Covenants and Restrictions, the Articles of Incorporation or these By-Laws.

Section 2.5 Voting.

(a) The owner of each lot will be entitled to one vote, and if one owner owns more than one lot, he will be entitled to one vote for each lot owned; however, until the control of Developer, is terminated pursuant to ARTICLE 5 of the Declaration of Covenants and Restrictions for BAY TREE, only the Developer shall be entitled to vote.

(b) If a lot is owned by one person, his right to vote will be established by the record title to his lot. If a lot is owned by more than one person, or is under lease, the person entitled to cast the vote for the lot will be designated by a certificate signed by all of the record owners of the lot and filed with the Secretary of the Association. If a lot is owned by a corporation, the person entitled to cast the vote for the lot will be designated by a certificate signed by the President and attested by the Secretary of the corporation and filed with the Secretary of the Association. Such certificates will be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the lot concerned. A certificate designating the person entitled to cast the vote of a lot may be revoked by any of the owners of a lot. If such a certificate is not on file, the vote of such owners will not be considered in determining the requirement for a quorum nor for any other purpose.

Section 2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and will be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

Section 2.7 Adjourned Meetings. If any meeting of members 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.

Section 2.8 Order of Business. The order of business at annual members' meetings and as far as practical at other members' meetings, will be:

- (a) Election of chairman of the meeting
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of meeting of waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of Officers
- (f) Reports of committees
- (g) Election of Directors
- (h) Unfinished business
- (i) New business
- (j) Adjournment

Section 2.9 Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and has closed the sales of all of the lots established by it upon said land (as anticipated) or until complete turnover of the Association has occurred pursuant to the Declaration of Covenants and Restrictions, the proceedings of all meetings of members of the Association will have no effect unless approved by the Board of Directors.

ARTICLE 3. DIRECTORS

Section 3.1 Membership. The affairs of the Association will be managed by a board of three (3) directors.

Section 3.2 Election. Election of Directors will be conducted as follows:

(a) At the first annual meeting of members and at each annual meeting thereafter, the members shall elect directors to hold office until the next succeeding annual meeting of members. There shall be no cumulative voting.

(b) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members will be filled by the remaining directors.

(c) Any director may be recalled and removed from office with or without cause by the vote or agreement in

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writing by a majority of all members. The vacancy so created shall be filled by a majority vote of all members.

(d) Provided, however, that until the Developer has completed all of the contemplated improvements and has closed the sales of all of the lots established by it upon said land (as anticipated), or until complete turnover of the Association has occurred, the first Directors of the Association will serve; and in the event of vacancies the remaining Directors will fill such vacancies and if there are no remaining Directors the vacancies will be filled by the Developer.

Section 3.3 Term. The term of each director's service will extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Section 3.4 Organizational Meeting. The organizational meeting of each newly-elected Board of Directors will be held within ten (10) days of their elections at such place and time as shall be fixed by the directors at the meeting at which they were elected; and no further notice of such organizational meeting will be necessary.

Section 3.5 Regular Meetings. Regular meetings of the board of directors may be held at such time and place as will be determined, from time to time, by a majority of the directors. Notice of regular meetings will be given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 3.6 Special Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one of the directors. Not less than three (3) days notice of the meeting will be given personally or by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting.

Section 3.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver will be deemed equivalent to the giving of notice.

Section 3.8 Quorum. A quorum at directors' meeting will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Covenants and Restrictions, the Articles of Incorporation or these By-Laws.

Section 3.9 Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business

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that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 3.10 Joinder in Meeting by Approval of Minutes. A Director may join by written concurrence in any action taken at a meeting of the Board of Directors, but such concurrence may not be used for the purpose of creating a quorum.

Section 3.11 Presiding Officer. The presiding officer of directors' meetings will be the Chairman of the Board of Directors if such an officer has been elected; and if none, the President will preside. In the absence of the presiding officer, the directors present will designate one of their number to preside.

Section 3.12 Order of Business. The order of business at directors' meetings will be:

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- (a) Calling of roll
 - (b) Proof of due notice of meeting
 - (c) Reading and disposal of any unapproved Minutes
 - (d) Reports of officers and committees
 - (e) Election of officers
 - (f) Unfinished business
 - (g) New business
 - (h) Adjournment

Section 3.13 Directors' Fees. Directors' fees may be paid, as determined from time to time by the Board of Directors.

**ARTICLE 4.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association will be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by lot owners when such is specifically herein or elsewhere required. The Board of Directors may contract to pay reasonable fees and salaries for services supplied to the Association.

**ARTICLE 5.
OFFICERS**

Section 5.1 Executive Officers. The executive officers of the Association will be a President, who will be a director, a Vice-President, a Treasurer and a Secretary, all of whom will be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall

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not also be the Secretary. The Board of Directors from time to time will elect such other officers and designate their powers and duties as the Board of Directors shall deem to be required to manage the affairs of the Association. Nothing contained in these By-Laws shall prohibit the Board of Directors, by majority vote, from combining the offices of Secretary and Treasurer into the office of Secretary/Treasurer.

Section 5.2 President. The President will be the chief executive officer of the Association. He will have all of the powers and duties usually vested in the office of the President of an association, including but not limited to the power to appoint committees from among the members from time to time as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

Section 5.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section 5.4 Secretary. The Secretary will keep the minutes of all proceedings of the directors and the members. He will attend to the giving and serving of all notices to the members and directors and other notices required by law. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of the Secretary of the Association and as may be required by the directors or the President.

Section 5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

Section 5.6 Compensation. The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the common areas.

ARTICLE 6. FISCAL MANAGEMENT

Section 6.1 Accounts. The receipts and expenditures of the Association will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures will be common expenses:

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(a) Current expense, which will include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year will be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which will include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which will include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which will include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

Section 6.2 Budget. The Board of Directors will adopt a budget for each calendar year that will include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current expense.

(b) Deferred maintenance.

(c) Replacements.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

Section 6.3 Assessments. Assessments against the lot owners, other than the Developer, for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments will be due in advance in equal quarterly installments on January 1, April 1, July 1, and October 1 of the year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due upon demand, or as of the date when the next quarterly payment shall be due.

Section 6.4 Lien for Unpaid Assessments. The Association shall have a lien on each lot for any unpaid assessments with interest at the maximum legal rate allowed by law, plus reasonable attorneys' fees and court costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. Liability for assessments, liens and priority thereof, interest, collection and enforcement shall be governed by and conducted in accordance with Section 718.116, Florida Statutes (1987), being the section of the Florida Condominium Act regarding assessments and collection thereof, as if the Association were a condominium association and the lots within Bay Tree were condominium units, and provisions of such Section 718.116 are incorporated by reference herein, as the same may be amended from time to time.

Section 6.5 Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses will be made only after notice of the need for such is given to the lot owner concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the lot owners concerned, the assessment will become effective, and it will be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

Section 6.6 Depository. The depository of the Association will be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association will be deposited. Withdrawal of monies from such accounts will be only by checks signed by such persons as are authorized by the directors.

ARTICLE 7. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) will govern the conduct of Association meetings when not in conflict with the Declaration of Covenants and Restrictions, Articles of Incorporation or these By-Laws.

ARTICLE 8. AMENDMENTS

Except as elsewhere provided otherwise these By-Laws may be amended in the following manner:

Section 8.1 Notice. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

Section 8.2 Proposal of Amendment. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior

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to the meeting. Except as elsewhere provided, such approval must be either by:

(a) Not less than a majority of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association; or

(b) By not less than three-quarters (3/4) of the votes of the entire membership of the Association; or

(c) Until the first election of Directors, only by all of the directors.

Section 8.3 Proviso. Provided, however, that no amendment will discriminate against any member, unless the member so affected shall consent; and no amendment will impair the validity or priority of any mortgage covering any lot.

The foregoing were adopted as the By-Laws of B.T. HOMEOWNER'S ASSOCIATION, INC., a corporation not for profit organized under the laws of the state of Florida, at the first meeting of the Board of Directors held on the 3rd day of August, 1992.

B.T. HOMEOWNER'S ASSOCIATION,
INC., A Florida Not-For-Profit
Corporation

By: 

ANDREW CARLTON, President

[Corporate Seal]