



Rept: 1295661 Rec: 146.00  
DS: 0.00 IT: 0.00  
03/24/10 L. Sagastume, Dpty Clerk

After recording return to:  
Briar Patch Homeowners Association, Inc.  
6525 Thicket Trail  
New Port Richey, FL 34653

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER  
03/24/10 11:36am 1 of 17  
OR BK 8294 PG 899

AMENDED AND RESTATED BYLAWS  
OF  
BRIAR PATCH HOMEOWNERS  
ASSOCIATION, INC.

**1 NAME, PURPOSE AND LOCATION**

- a. Name. The name of the corporation is Briar Patch Homeowners Association, Inc. (hereinafter referred to as the "Association"). The Association is a not-for-profit Florida corporation.
- b. Purposes. The Association has been incorporated for the purposes set forth in the Articles of Incorporation of Briar Patch Homeowners Association, Inc., including but not limited to, the general purposes of administering, managing, operating, maintaining and preserving an age fifty-five (55) and over residential community known as Briar Patch situated in Pasco County, Florida, and governed by that certain Declaration of Restrictions, Covenants, Easements and Conditions of Briar Patch as recorded in the Public Records of Pasco County, Florida, and as may be amended from time to time.
- c. Location of Principal Office. The principal office of the Association shall be designated from time to time by the Board of Directors.

**2 DEFINITIONS**

- a. Definitions. For ease of reference, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The terms used in these Bylaws shall have the same definition and meaning as those set forth in the Briar Patch Subdivision Deed Restrictions, and all amendments thereto, recorded in the Public Records of Pasco County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.
- b. The terms listed below are defined as follows:
  - i. **Association.** Briar Patch Homeowners Association, Inc., its successors and/or assigns.
  - ii. **Properties.** That certain real property described in the Briar Patch Subdivision Deed Restrictions, as the same may be amended from time to time.
  - iii. **Common Area.** All real property owned by the Association for the common use and enjoyment of the Owners.
  - iv. **Lot.** Any plot of land shown upon the recorded plat of the subdivision of the Properties, with the exception of the Common Area.
  - v. **Owner.** The record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot which is a part of the Properties.
  - vi. **Member.** Those persons entitled to Membership as provided in the Articles of Incorporation.
  - vii. **Voting Member.** The owner authorized to cast the vote for a Lot as set forth in the Articles of Incorporation.
  - viii. **Entry Door.** Where the owner has installed an approved storm or screen door, the main entry door, for the purpose of these By-Laws, shall be considered as part of the interior of



the unit and not subject to any approval of the Board of Directors, with the exception that the exterior surface of this door shall be white.

### 3 MEMBERSHIP AND VOTING

- a. **Membership.** The Members of the Association shall consist of all of the record Owners of the Lots from time to time. Any transfer of ownership of a Lot shall terminate an Owner's Membership in the Association. Membership in the Association is appurtenant to a Lot, and cannot be conveyed other than by conveyance of the fee simple title to the Lot.
- b. **Votes.** Each Lot shall be entitled to one (1) vote on any Association matter requiring a vote of the Members. The vote to which any Lot is entitled shall not be divisible, and shall be cast by the Member designated and entitled to cast the vote according to the terms and provisions of this Section 3.2. In no event shall more than one vote be cast with respect to any one Lot. Except as otherwise provided in this Item 3, each Member who is designated and entitled to cast the vote for any Lot shall be named in a voting certificate signed by all Owners of such Lot and filed with the Association. In the event any such voting certificate is not filed with the Association, the vote to which such Lot is entitled shall not be considered in determining whether a quorum is present, or for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If the Lot is owned jointly by a husband and wife, the provisions of Section 3.2.4.1 shall be applicable. A voting certificate shall be valid until revoked by the Owners of, or until a transfer of a title to, the Lot to which the voting certificate pertains.
- c. **Voting.** Voting rights shall be established as follows:
  - i. In the event a Lot is owned by one (1) person, that person's right to vote shall be established by the recorded title to the Lot at issue.
  - ii. In the event a Lot is owned by more than one (1) person or entity, those persons or entities shall sign a voting certificate designating one (1) of them for the purpose of casting the vote that is appurtenant to their Lot.
  - iii. In the event a Lot is owned by tenants by the entirety, or an entity is designated as the Owner entitled to cast the vote for a Lot, such entity shall designate a partner, officer, fiduciary, or employee of the entity to cast the vote that is appurtenant to the subject Lot. The voting certificate for such Lot shall be signed by any duly authorized partner or officer of the entity.
  - iv. Notwithstanding anything to the contrary contained in these Bylaws, in the event a Lot is owned jointly by a husband and wife, the following provisions shall be applicable to the casting of the vote that is appurtenant to their Lot:
    1. The husband and wife may, but shall not be required to, designate one of them as the voting member;
    2. In the event the husband and wife do not designate either of them as the person entitled to cast the vote that is appurtenant to their Lot, and if both persons are present at any regular or special meeting of the Members and are unable to concur in their decision upon any subject requiring a vote of the Members, such husband and wife shall lose their right to vote on that particular subject at that particular meeting; and
    3. In the event the husband and wife do not designate one of them as the person entitled to cast the vote appurtenant to their Lot, and only one (1) of them is present at any meeting, the Member present may cast the vote to which their Lot is entitled, without establishing the concurrence of the absent Member.



- v. **Voting Certificate and Ledger.** All voting certificates shall be filed with the Secretary. The Secretary shall keep all voting certificates and shall prepare and maintain a ledger-listing, by Lot, of each Member who is designated to vote on behalf of such Lot.
- vi. **Quorum.** The presence of designated voting Members holding thirty percent (30%) of all of the votes eligible to be cast by the Members, either in person or by proxy, shall be necessary to constitute a quorum at any meeting of the Members. A majority vote of the Members present either in person or by proxy at any meeting of the Association when a quorum is present shall decide any matter to be determined by the Association, unless otherwise provided by the Articles, Bylaws or Declaration, in which event the voting percentage required by such other provision shall control. In the event less than a quorum is present at any annual or special meeting of the Members, the President may adjourn the meeting from time to time until a quorum is present. Any business that might have been transacted at a meeting as originally called may be transacted at any adjourned meeting thereof. Notwithstanding anything to the contrary contained in these Bylaws, notice of adjourned meetings shall be given to the Members as shall be determined by the President.
- vii. **Proxies.** Any Member of the Association who is entitled to cast the vote for a Lot may, by written proxy, authorize another person to vote on behalf of such Lot. Any such written proxy must be dated and shall specify the date, time, and place of the meeting to which it pertains. The Board of Directors may, in its discretion, prescribe a form for written proxies. A proxy shall be valid only for the purpose(s) and meeting for which it is given as specified therein, and any adjournment of such meeting. Any proxy must be filed with the Secretary before the appointed time of the particular meeting for which the proxy is given in order for the proxy to be effective. A proxy may be revoked by the person executing it prior to the time a vote is cast pursuant to such proxy.
- viii. **Secret Ballot.** At any time prior to a vote upon any matter at any meeting of the Members, any Member may require that a vote be made by secret written ballot. If secret written ballots are used, the Chairman of the meeting shall call for nominations and the election of three (3) inspectors of elections to collect and tally such ballots. Such inspectors of elections shall be nominated by a Member or Members and chosen by a majority vote of the Membership.
- ix. **Annual Meeting.** The annual meeting of the Members shall be held on the second Monday in February of each year, or on such other date as may be determined by the Board of Directors, for the purpose of electing Directors and transacting any other business that may be transacted by the Members; provided, however, that, if that day is a legal holiday, the annual meeting shall be held on the next secular day. The annual meeting shall be held at a time and place within Pasco County, Florida, as the Board of Directors shall designate.
- x. **Special Meetings.** Special meetings of the Members may be called at any time by the President, a majority of the Board of Directors, or upon written request of the Members who are entitled to vote at least ten percent (10%) of all of the votes eligible to be cast by the Members. A Special meeting shall be chaired by one of the following officers in the order in which they are named: President, Vice-President, Secretary, and Treasurer. If none of the aforesaid officers are available, then the meeting shall be chaired by a member of the Board of Directors selected by a majority of the Directors present, otherwise by a Member selected by a majority of the Members present. Special meetings of the Members shall be held on such date, and at such time and place in Pasco County, Florida, as the Board of Directors shall designate, and upon the failure to designate, then pursuant to a notice of such



meeting posted in a conspicuous place in the Briar Patch subdivision no less than one (1) week prior to said meeting. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

- xi. **Notice of Meetings.** A written notice of the date, time, place and purpose of all annual and special meetings of the Members shall be given to each Member, either personally or by mail at the Member's last known address as it appears on the books and records of the Association. Any such notice shall be given to the Members not less than fifteen (15) and not more than forty (40) days before the meeting to which the notice pertains. If notice is given by mail, it shall be deemed delivered when deposited in a mail receptacle maintained by the United States Postal Service. In the event any Member desires that notice be mailed to an address other than the address that appears on the books and records of the Association, such Member shall file a written request with the Secretary that notices intended for that Member be mailed to some other address, in which case notices shall be mailed to the address designated in such request. Additionally, the Secretary shall cause one (1) or more copies of any such written notice to be posted in a conspicuous place or places on the Property at least fifteen (15) days prior to the meeting for which the notice is given. Notice of a special meeting must include a description of the purpose(s) for which the meeting is called.
- xii. **Waiver of Notice.** Notwithstanding anything to the contrary contained in the Articles, the Declaration or these Bylaws, notice of any annual or special meeting of the Members may be waived by any Member before, during or after any such meeting, which waiver shall be in writing and shall be deemed to be that Member's receipt of notice of such meeting. Attendance of a Member at a meeting, either in person or by proxy, constitutes waiver of notice and waiver of any and all objections to the place of the meeting, or the manner in which it has been called or convened, unless the Member attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection(s) to the transaction of affairs.
- xiii. **Adjourned Meeting.** If any proposed meeting cannot be held because a quorum is not present, the Members who are present, in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- xiv. **Action Without a Meeting.** Notwithstanding anything contained herein to the contrary, any action required or permitted to be taken at an annual or special meeting of the Members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the Members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all Members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced by one (1) or more written consents describing the action taken, dated and signed by approving Members having the requisite number of votes and entitled to vote on such action, and delivered to the Association by delivery to its principal office in this state, its principal place of business, the Secretary, or another officer or agent of the Association having custody of the book in which proceedings of meetings of Members are recorded. Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by Members having the requisite number of



votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this Section. Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association at its principal office in this state or its principal place of business, or received by the Secretary or other officer or agent of the Association having custody of the book in which proceedings of meetings of Members are recorded. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Members who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action. A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. If the action to which the Members consent is such as would have required the filing of a certificate if such action had been voted on by Members at a meeting thereof, the certificate filed must state that written consent has been given in accordance with the provisions of this Section. Whenever action is taken pursuant to this Section, the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members.

- xv. Minutes of Meetings. The minutes of all meetings of the Members shall be kept in a book available for inspection by the Members, or their authorized representatives, and by Directors at reasonable times.

#### **4 BOARD OF DIRECTORS**

- a. Number, Term and Qualifications of Directors. The business and affairs of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) or more than seven (7) persons. Directors must be Owners. Each Director shall serve on the Board of Directors for a term of two (2) years until his successor is duly elected and qualified, or until he resigns, is disqualified or is removed from office as provided in these Bylaws. The terms of the Directors shall be staggered.
- b. Nomination and Election of Directors. The nomination and election of Directors shall be conducted as follows:
- i. Nominations shall be made by Members at each annual meeting of Members. Nominations may also be made by a Member's submitting a nomination in writing to the Secretary of the Association prior to the date of the annual meeting of Members. A nominating committee, which shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members, shall be appointed by the Board of Directors at least thirty (30) days prior to each annual meeting of Members to serve until the close of that annual meeting. The nominating committee shall submit at the annual meeting a list of candidates for positions for which the term is expiring on the Board of Directors.
  - ii. The Directors who shall serve on the Board of Directors shall be elected by a plurality of votes cast at the annual meeting of Members, provided a quorum of the Members entitled to vote is present, either in person or by proxy. One (1) vote per Lot may be cast with respect to each vacancy on the Board of Directors. The nominees receiving the largest number of votes shall be elected Directors. There shall be no cumulative voting.
  - iii. Organizational Meeting. Within ten (10) days after each annual election of the Board of Directors, the newly elected Directors shall meet for the purpose of organization, the election of Officers, and the conduct of other business that may be transacted by the Board of Directors. The organizational meeting shall be held on such date and at such time and



place as shall be fixed by the Board of Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided all Directors are present at the meeting at which they were elected. In the event all Directors are not present, written notice of the organizational meeting shall be given as otherwise required herein to each absent Director.

- iv. Resignations. Any Director may resign from his service on the Board of Directors at any time by giving written notice of such resignation to the Board of Directors. Such resignation shall take effect upon receipt thereof by the President or Secretary of the Association or at any later time as may be specified in the notice.
- v. Removal. Any Director may be removed from his service on the Board of Directors, with or without cause, by the affirmative vote of a majority of the Members voting at a special meeting of Members called for that purpose, and a successor Director shall, at such meeting, be elected to fill the vacancy thus created. In the event the Members fail to elect a successor Director, then the Board of Directors may fill the vacancy as provided herein below.
- vi. Vacancies. In the event the office of any Director becomes vacant by reason of death, resignation, and disqualification or otherwise, or in the event a majority of the Members fail to replace a removed Director, a majority of the remaining Directors, although less than a quorum, shall choose a successor Director to fill each such vacancy. Any successor Director shall serve on the Board of Directors for the balance of the unexpired term of the office he was chosen to fill. The Board of Directors may elect successor Directors at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for that purpose.
- vii. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any Director.
- viii. Notice of Meetings. Except as otherwise provided in these Bylaws, or in the event of an emergency, notice of the date, time and place of meetings of the Board of Directors, or adjournments thereof, shall be given to each Director by personal delivery or by ordinary mail at a Director's usual place of business or residence, not less than seven (7) days prior to the date of such meeting. If mailed, such notice shall be deemed delivered when deposited in a mail receptacle maintained by the United States Postal Service. The notice for any special meeting of the Board of Directors shall state the purpose of such special meeting; provided, however, that if all Directors are present at any special meeting, notice of a special purpose shall be deemed waived and any business may be transacted by the Board of Directors at such special meeting. Except as otherwise provided in Chapter 617 of the Florida Statutes, meetings of the Board of Directors shall be open to all Owners and notice of such meeting shall be posted conspicuously on the Property at least forty-eight (48) hours in advance for the attention of the Members, except in the event of an emergency, provided that Owners shall not be permitted to participate in, and need not be recognized at, any such meeting. Notwithstanding anything contained herein to the contrary, an Assessment may not be levied at a meeting of the Board of Directors unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments.
- ix. Waiver of Notice. A Director may waive notice of any meeting of the Board of Directors for which notice is required to be given pursuant to the terms and provisions of these Bylaws by signing a written Waiver of Notice before, during or after any such meeting of the



Board of Directors. Attendance by any Director at any regular or special meeting of the Board of Directors shall be deemed to constitute that Director's waiver of notice of such meeting.

- x. **Chairman.** The President shall preside as Chairman at all regular and special meetings of the Board of Directors. In the President's absence, the Directors present at any such meeting shall choose a Chairman to preside at the meeting.
- xi. **Quorum.** A quorum of the Board of Directors shall consist of a majority of the total number of Directors serving on the Board of Directors. In the event less than a quorum is present at any meeting of the Board of Directors, the majority of the Directors present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at any meeting of the Board of Directors as originally called may be transacted at any adjourned meeting thereof.
- xii. **Voting.** Each Director is entitled to cast one (1) vote on any matters of business properly before the Board of Directors at any regular or special meeting of the Board of Directors. Each and every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be the act of the Board of Directors. Directors may not vote by proxy or by secret ballot at meetings of the Board of Directors, except that secret ballots may be used in the election of Officers.
- xiii. **Action Without Meeting.** The Board of Directors may act without a meeting if a consent in writing setting forth the action so taken is signed by all of the Directors and is filed with the minutes of the meetings of the Board of Directors. Such consent shall have the same effect as a unanimous vote of the Board of Directors and a resolution thereof.
- xiv. **Telephone Meeting.** Any Director may participate in any meeting of the Board of Directors by means of conference telephone or any similar means of communication by which all Directors participating can hear each other at the same time. Such participation by any Director shall constitute that Director's presence in person at any meeting.
- xv. **Minutes of Meetings.** The Chairman shall, at each regular and special meeting of the Board of Directors, appoint a Director to record the minutes of the meeting. Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and shall include all matters of business brought before the Board of Directors, and all motions, votes, acts and resolutions by the Board of Directors. A vote or abstention from voting on each matter voted upon for each Director present at a meeting of the Board of Directors must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be made available to any Director, Officer or Member of the Association at the office of the Association during reasonable times and upon reasonable notice by the person requesting to inspect them.
- xvi. **Compensation and Expenses.** No Director shall receive any compensation or salary for his service as a Director on the Board of Directors; provided, however, that the Association may reimburse any Director for actual expenses incurred in the performance of his duties, and contract with a Director for the rendition of unusual or exceptional services to the Association and compensate him in an amount that is appropriate in light of the value of such services.
- xvii. **Powers and Duties.** The Board of Directors shall have all powers and duties reasonably necessary to administer, manage, operate, preserve and maintain the Association and the Property as set forth in the Articles, Declaration and Bylaws and granted by law to Directors. Such powers shall include, but not be limited to the following:



1. Operating and maintaining the Common Areas;
2. Determining the expenses required for the operation of the Association;
3. Levying Assessments on, and collecting them from, Owners;
4. Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas;
5. Adopting and amending rules and regulations concerning the details of the operation and use of the Property;
6. Maintaining bank accounts on behalf of the Association and designating the signatories required therefore;
7. Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee;
8. Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee;
9. Selling, leasing, renting, mortgaging or otherwise dealing with Lots acquired, and subleasing Lots leased, by the Association, or its designee;
10. Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Lots or other property;
11. Obtaining and reviewing insurance for the Common Areas;
12. Making repairs, additions and improvements to, or alterations of the Common Areas, and repairs to and restoration of the Common Areas, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;
13. Enforcing obligations of the Owners and taking such other actions as shall be deemed necessary and proper for the sound management of the Association;
14. Levying fines against appropriate Owners for violations of the rules and regulations established by the Association to govern the conduct of such Owners;
15. Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Areas, or the acquisition of property, and granting mortgages on, and/or security interests in, property owned by the Association; provided, however, that the consent of the Owners of at least a majority of the Lots represented at a meeting at which a quorum is present in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of Five Thousand Dollars (\$5,000).
16. Contracting for the management and maintenance of the Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair, and replacement of the Common Areas, with such funds as shall be made available by the Association for such purposes. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Declaration, Articles and these Bylaws, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association;
17. At its discretion, authorizing Owners or other persons to use portions of the Common Areas, for private parties and gatherings and imposing reasonable charges for such private use;



18. Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws, and in the Florida Not-For-Profit Corporation Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit;
19. Suspending the right of any Owner to use the Common Areas and as long as such Owner is delinquent in the payment of Assessments or is otherwise in violation of the Declaration or any exhibits thereto or applicable rules and regulations;
20. Granting easements on or through the Common Areas or any portion thereof; and
21. Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

## 5 OFFICERS

- a. Elective Officers. The principal Officers of the Association shall be a President, a Vice President, and a Secretary/Treasurer, all of whom shall be elected annually by a majority vote of the Board of Directors at the organizational meeting of the Board of Directors.
- b. Appointive Officers. The Board of Directors may appoint Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers, and such other Officers as the Board of Directors deems necessary to administer the business and affairs of the Association.
- c. Term and Qualifications of Officers. All of the Officers of the Association shall be elected from among the Directors serving on the Board of Directors. Each officer of the Association shall serve as an officer until his successor has been duly elected and qualified, or until he resigns, is disqualified or is removed from office as provided in these Bylaws.
- d. Resignations. Any officer of the Association may resign from office at any time by giving written notice to the Board of Directors. Such resignation shall take effect upon receipt thereof by the Chairman of the Board of Directors or at any later time specified in the written notice; provided, however, that in the event of the President's resignation, such resignation shall take effect upon receipt thereof by any other Director.
- e. Removal. Any officer may be removed with or without cause from office at any time, by the affirmative vote of the majority of the Members voting at a special meeting of Members, called for that purpose. Any officer who is to be removed from office shall be entitled to at least five (5) days' prior written notice of the meeting of the Members, at which such removal shall be considered by the Members, and shall be entitled to appear before and be heard by the Members at such meeting.
- f. Vacancies. In the event any office of the Association becomes vacant by reason of an officer's death, resignation, removal, disqualification or otherwise, the Board of Directors may elect an officer to fill such vacancy at any regular meeting of the Board of Directors or at a special meeting of the Board of Directors called for that purpose. Any officer so elected shall serve as an officer of the Association for the unexpired portion of the term of office he was elected to fill.
- g. President. The President of the Association shall be elected from among the Members of the Board of Directors and shall continue to serve as a Director throughout his service as President of the Association. The President shall preside as Chairman at all meetings of Members and of the Board of Directors. The President shall be responsible for general supervision over the business and affairs of the Association, shall administer the enforcement of all resolutions, orders and policies of the Board of Directors, and shall perform such other duties and functions as may be delegated to him or required of him by the Board of Directors. The President shall sign, in the name of the Association, any and all contracts, mortgages, notes, deeds, leases and other written instruments authorized by the Board of Directors or Members as required by the Declaration, Articles or these Bylaws.



- h. Vice President. Unless otherwise provided in these Bylaws, the Vice President shall exercise all of the powers and perform all of the duties of the President in the event of the President's absence or inability or refusal to act. The Vice president shall also generally assist the president in the supervision of the business and affairs of the Association, and shall exercise such other powers and perform such other duties as may be delegated to him by the President or required of him by the Board of Directors.
- i. Secretary/Treasurer. The Secretary/Treasurer of the Association shall attend all annual and special meetings of the Members, and shall record the minutes of all such meetings. The Secretary/Treasurer shall be responsible for the preparation and maintenance of a ledger containing the names and addresses of all Members and for the preparation and maintenance of a ledger containing the names and addresses of all Members who have been designated to vote on behalf of any Lot in accordance with the terms and provisions of Item 3 of these Bylaws. The Secretary/Treasurer shall issue and distribute notices of all meetings of the Board of Directors and all meetings of Members when such notices are required by these Bylaws or the Declaration, and when requested by the Board of Directors or the President. The Secretary/Treasurer shall have charge and custody of the books and records of the Association... The Secretary/Treasurer shall have charge and custody of the corporate seal of the Association and shall, when duly authorized and directed by the President or by the Board of Directors, affix the seal to any and all instruments requiring it. The Secretary/Treasurer shall maintain a separate file of the minutes of meetings for each committee established by the Board of Directors. The Secretary/Treasurer shall perform such other duties as may be delegated to him by the President or as may be required of him by the Board of Directors. The Secretary/Treasurer shall have charge and custody of the Association's funds, securities and evidences of indebtedness and shall keep complete and accurate accounts of all receipts and disbursements by him on behalf of the Association. The Secretary/Treasurer shall arrange for the Association's funds in the depository and to the credit of the Association. The Secretary/Treasurer shall disburse the funds of the Association as the Board of Directors may authorize in accordance with the terms and provisions of the Articles, Declaration, and these Bylaws and shall make proper vouchers for each disbursement. The Secretary/Treasurer shall be responsible for the preparation and maintenance of an assessments ledger, and for the issuance of certificates regarding the status of assessments with regard to any Lot. The Secretary/Treasurer shall account to the Board of Directors and the president whenever they may so require with respect to the transactions handled Secretary/Treasurer on behalf of the Association and the financial condition of the Association. The Secretary/Treasurer shall perform such other duties as may be delegated to him by the President or as may be required of him by the Board of Directors.
- j. Other Officers. In the event the Board of Directors appoints other Officers to serve the Association, such Officers shall perform such duties and have such authority as may be determined by the Board of Directors. Any Assistant Vice President or Assistant Secretary /Treasurer shall perform the duties of the Vice President or Secretary/Treasurer, respectively, when such Officers are absent or when they are not able or refuse to act.
- k. Compensation and Expenses. Officers shall not receive any compensation for their service as Officers of the Association. The Board of Directors may, in its discretion, reimburse any officer for actual expenses incurred in the performance of that officer's duties, and contract with and compensate an officer for the rendition of unusual or exceptional service to the Association in an amount appropriate in light of the value of such services. The fact that any Director is an officer shall not preclude that Director from voting in favor of such contract and compensation or from receiving such compensation.



- c. Assessments, Application of Payments and Commingling of Funds. The Board of Directors shall prepare an Annual Operating Budget and shall establish annual and special Assessments in accordance with the terms and provisions of the Declaration. The obligation for the payment of all Assessments shall be governed by the terms and provisions of the Declaration. All Assessments collected by the Association may be kept in one (1) or more accounts as shall be determined by the Board of Directors. The making and collection of Assessments shall be administered according to the terms and provisions of the Articles, the Declaration, or these Bylaws in such manner and amounts as the Board of Directors shall determine. All Assessments by the Association shall be secured by a continuing lien upon the Lot against which the Assessment is made. Any Assessments that are not paid when due shall be delinquent. In addition to those remedies granted in the Declaration, in the event of nonpayment of Assessments when due, the Association may record a notice or claim of lien, bring an action at law against the Owner who is personally obligated to pay the Assessments, and/or foreclose the lien on the Lot against which the Assessment was made. Such foreclosure may be in the same manner as foreclosing on a mortgage, and the Association shall be entitled to collect from the Owner all attorney fees and costs incurred by it through appeal. The Owner shall be liable for all interest, costs, late charges and reasonable attorneys' fees incurred by the Association in connection with collection, all of which shall be added to the amount of such Assessment. No Owner may waive or otherwise avoid liability for Assessments provided for herein by non-use of the Common Areas or by abandonment of his Lot.
- d. Reserve Maintenance Funds. A separate portion of the budget shall set aside a surplus for painting and re-roofing buildings, and shall be known as Reserve Maintenance Funds. The reserve accounts shall be identified as to their specific purpose, shall be deposited only in FDIC insured accounts, and shall be used only for their specifically designated purpose.
- e. Financial Reports. The Association shall, within sixty (60) days after the close of the fiscal year, prepare an annual financial report, and shall provide each Owner with a copy of the annual financial report, or with written notice that a copy of the financial report is available upon request at no charge to the Owner.

## **8 AMENDMENTS**

- a. Amendment. These Bylaws may be amended by a vote of not less than a majority of the Members entitled to vote in person or by proxy at any annual or special meeting of Members at which a quorum is present; provided, however, that a full statement of the proposed amendment is set forth in the notice of such meeting. No amendment shall conflict with the terms and provisions of the Articles or Deed Restrictions. Notwithstanding anything to the contrary contained in these Bylaws, no amendment shall affect or impair the rights of any Institutional Mortgagee that owns and holds a mortgage on any portion of the property, without the prior written consent of such Institutional Mortgagee.

## **9 DISSOLUTION**

- a. Dissolution. The Association may be dissolved by a vote of eighty percent (80%) of the Members entitled to vote at any regular or special meeting provided, however, that the proposed dissolution is specifically set forth in the notice of any such meeting. Prior to the dissolution of the Association, the responsibility for the operation and maintenance of the surface water management system as permitted by the Southwest Florida Water Management District must be transferred to and accepted by an entity approved by said district.

## **10 OFFICIAL RECORDS**

- a. The Association shall maintain those official records required to be maintained by the Association by Chapter 720 of the Florida Statutes in accordance with the requirements set forth therein.



## **6 EXECUTIVE AND ADVISORY COMMITTEES**

- a. **Designation of Executive and Advisory Committees.** The Board of Directors may, in its discretion, designate one or more executive or advisory committees for the purpose of effecting any of the business and affairs of the Association as may be authorized and delegated by the Board of Directors, or for the purpose of conducting studies and making reports to, and for consideration by, the Board of Directors with regard to any particular business matter or affair of the Association. Any such executive or advisory committee shall have a chairman and two or more committee Members, who must be appointed by the Board of Directors, who need not be Members of the Association, and who may be Directors.
- b. **Standing Committees.** The standing committees of the Association shall be the Architectural Review Board and such other committees as the Board of Directors may establish to serve the best interests of the Association. The Architectural Review Board shall have the powers, duties and functions set forth in the Declaration.
- c. **Committee Rules and Regulations.** Each committee may adopt rules and regulations for its own government; provided, however, that such rules and regulations are not inconsistent with the terms of the resolution of the Board of Directors designating the committee, with these Bylaws or with the terms and provisions of the Articles and Declaration.
- d. **Compensation and Expenses.** The persons serving on any executive or advisory committee shall not receive any compensation for their services as committee Members. The Board of Directors may, in its discretion, reimburse any such person for actual expenses incurred in the performance of his duties, and contract with and compensate any such person for the rendition of unusual or exceptional services to the Association in an amount that is appropriate in light of the value of the services. The fact that any Director is an officer of the Association or a member of any executive or advisory committee shall not preclude that Director from voting in favor of such contract and compensation or from receiving such compensation. The Board of Directors may, in its discretion, authorize such committees to expend a specific amount of funds for a specific purpose; to the extent such funds enable the committee to fulfill its duties to the Association and to the Board of Directors. The Board of Directors may reimburse, in whole or in part, any committee for funds expended by the committee, when such funds were necessary for the committee's exercise of its authorized duties.
- e. **Notice of Meetings.** Notice of all committee meetings must be given in the same manner as that provided for meetings of the Board of Directors as set forth in Items 4.9 and 4.10 hereof.
- f. **Minutes of Meetings.** The committee shall designate one of its Members to serve as secretary for the meeting and to record minutes of the meeting. The minutes shall include all actions taken by the committee and shall include how each committee member voted on each item of business requiring a vote by the Members of the committee. The minutes shall be, within 48 hours of the conclusion of the meeting, delivered to the Secretary of the Association who shall maintain a separate file of the minutes for each committee.

## **7 FINANCE**

- a. **Fiscal Year.** The fiscal year of the Association shall be determined by the Board of Directors.
- b. **Depositories.** The depository of the Association shall be any such bank or savings and loan association as the Board of Directors shall from time to time designate. All funds, securities and evidences of indebtedness shall be deposited with such depository in the name of the Association. Withdrawal of funds from any such depository shall be only on checks signed by Officers or other persons authorized by the Board of Directors to be signatories with respect to any such account and upon resolution of the Board of Directors.



- b. **Inspection.** The official records of the Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Owners or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Board of Directors may adopt and amend rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the Association's actual costs of providing copies of the official records, including, without limitation, the costs of copying.

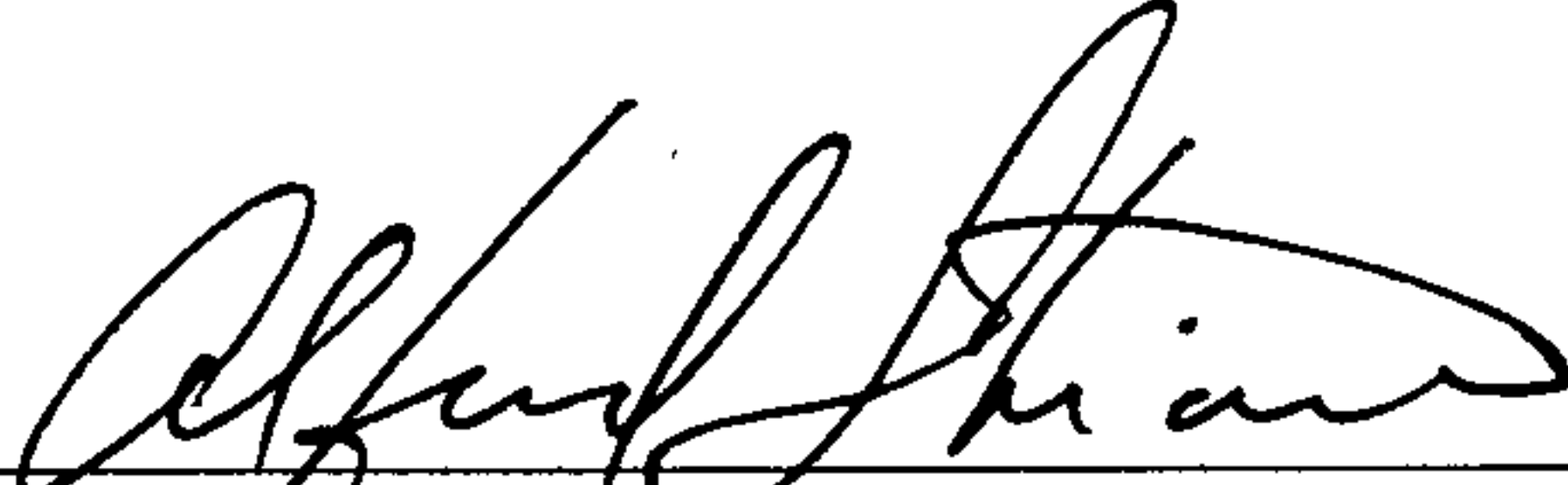
## **11 MISCELLANEOUS**

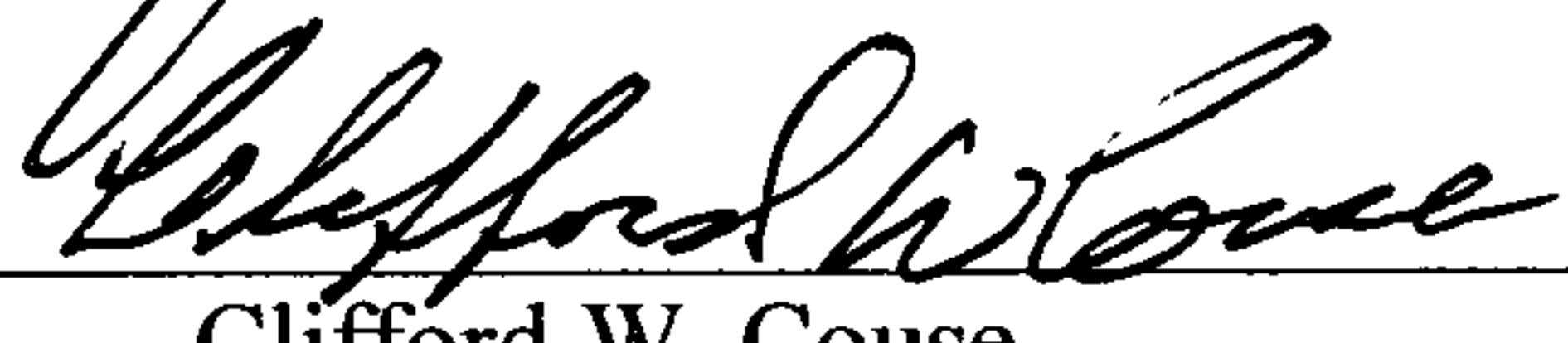
- a. **Captions and Headings.** Inspection. The official records of the Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Owners or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Board of Directors may adopt and amend rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the Association's actual costs of providing copies of the official records, including, without limitation, the costs of copying.
- b. **Severability.** In the event any of the terms or provisions contained in these Bylaws shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from these Bylaws and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in these Bylaws.
- c. **Number and Gender.** Whenever used in these Bylaws, the singular number shall include the plural, the plural number shall include the singular, and the use of any one gender shall be applicable to all genders.
- d. **As more fully provided in the Deed Restrictions to:**
1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
  2. Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- e.. **Issue, or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid.** A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment:
- f. **Procure and maintain adequate hazard insurance, liability insurance, and termite treatment insurance on real property owned by the Association.** All homeowners are required to procure and maintain adequate hazard insurance, liability insurance, and termite treatment insurance on the respective privately owned unit.
- g. **Maintain all real property owned by the Association located in common areas as follows:**
1. Maintain the Clubhouse and Swimming Pool;
  2. Maintain grass, trees, shrubs, and irrigation systems located in the common areas. Maintenance of all trees and shrubs over ten (10) feet tall is the sole responsibility of the homeowners. All branches of trees and shrubs must be kept clear of the roofs and siding of the building. Back yards are mowed only; all other maintenance requirements are the responsibility of the homeowner.



3. Coordinate with the City of New Port Richey to ensure that street repairs are accomplished as needed.
4. Provide for garbage pick-up within the community.
- h. Provide exterior maintenance to privately owned units within the Briar Patch community as follows:
  1. Provide basic contractual lawn care service;
  2. Provide contractual fertilizing and spraying of all lawns;
  3. Maintain sprinkler system and provide scheduled irrigation to all lawns;
  4. Provide for roof leak services; (This does not include storm related damage.)
  5. Replacement of exterior rotten wood and siding;
  6. Scheduled repainting;
  7. Scheduled re-roofing.
- i. All Homeowners have the responsibility to maintain the outside of their unit in regard to windows, garage door, service garage door, front door, and porch to maintain the integrity of the community.
- j. To decrease termite and moisture damage:
  1. All plantings along sides of garages must be removed by the Homeowner for proper grading
  2. If the Homeowner chooses not to remove plantings, the Board of Directors must be advised In writing;
  3. For those Homeowners who do not wish to participate in this plan, damages occurring at These areas will be treated only. Cost for repairs to the building at these areas will be billed To the Homeowner;
  4. Nonpayment of billing will be subject to a \$100.00 fee if not paid within ten (10) days, and a lien will be placed on the property.
- k. Conflicting Provisions. In the event there is any conflict between the Articles and these Bylaws, the terms and provisions of the Articles shall control, and in the event there is any conflict between the Declaration and these Bylaws, the terms and provisions of the Declaration shall control.
- l. Governing Law. The terms and provisions contained in these Bylaws shall be construed in accordance with and governed by the laws of the State of Florida.

The foregoing Bylaws have been duly adopted for Briar Patch Homeowners' Association, Inc. at a meeting of the members held on February 8, 2010.

  
\_\_\_\_\_, President  
Alfred Striano

  
\_\_\_\_\_, Secretary  
Clifford W. Couse



STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this March 24<sup>th</sup>, 2010, by Alfred Striano as President and Clifford W. Couse as Secretary of the above-described corporation, who each produced a Florida driver license as identification.

sign: *Lisa M. Beard*, Notary Public

print: Lisa M. Beard

My commission expires: December 9, 2012

