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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
KONESS Receipt#900406

CERTIFICATE OF AMENDMENT

TO THE

BYLAWS

OF



STONEBROOK GOLF & COUNTRY CLUB OF SARASOTA, INC.

STONEBROOK GOLF & COUNTRY CLUB OF SARASOTA, INC., its address being 8801 Stoneybrook Boulevard, Sarasota, FL 34238, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Covenants, Conditions and Restrictions for Stoneybrook Golf & Country Club is recorded in O.R. Book 2652, page 1446, et seq., of the Public Records of Sarasota County, Florida. The Bylaws of STONEYBROOK GOLF & COUNTRY CLUB OF SARASOTA, INC. are recorded in O.R. Book 2652, page 1495, et seq., of the Public Records of Sarasota County, Florida. The Bylaws were amended by a resolution approved by a majority of the Board of Governors and approved as provided in the Bylaws by the voting representatives at a duly called meeting held on the 26th day of February, 2007.

KAMETSKY MOORE & DEBOER, P.A.
ATTORNEYS AT LAW
1100 N. GULF BLVD., SUITE 1787
SARASOTA, FL 34238
✓
leaf

Section 6.2 is hereby amended to read as follows:

6.2 Budget. The Board of Governrs shall, at an April meeting each year, adopt a budget for operational expenses and capital funding for the next fiscal year. The proposed budget shall be detailed and shall show the amounts budgeted by accounts for both revenue and expense classifications including maintenance fees, greens and cart fees, and any other member fees or charges. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting shall be sent to each Voting Representatives and Neighborhood President, and shall be posted on the club bulletin board or available to all members at least ~~30~~ 14 days prior to the date of approval. The Board of Governors shall call a special joint meeting with the Voting Representatives to be held at least ~~14~~ 7 days prior to the meeting for approval. At this meeting the Voting Representatives shall have an opportunity to discuss the proposed budget and offer amendments thereto. The Voting Representatives shall offer a non binding vote on the budget.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 15 day of March, 2007.

ATTEST:

STONEBROOK GOLF & COUNTRY CLUB OF SARASOTA, INC.

By: Charles W. Brooks
Secretary

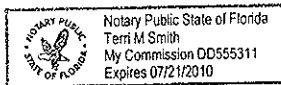
By: Emily Pasquale, Pres
President

WITNESSES:

Robert B. Brouck
Janet J. Passwater
STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Emily Pasquale, as President and Charles W. Brooks, as Secretary, of STONEYBROOK GOLF & COUNTRY CLUB OF SARASOTA, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Bylaws on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Bylaws and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota, Sarasota County, Florida this 15 day of March, 2007.



Terri M. Smith
Printed Name of Notary:
Terri M. Smith
Notary Public
Commission # DD555311

My Commission Expires: 7/21/2010

THIS INSTRUMENT PREPARED BY:
Robert L. Moore, Esquire
Kanetsky, Moore & DeBoer, P.A.
P.O. Box 1767, 227 S. Nokomis Ave.
Venice, FL 34284-1767

INSTRUMENT NUMBER 2004049983
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#449420

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004049983 2 PGS
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#449420

CERTIFICATE OF AMENDMENT
TO THE
BYLAWS
OF



STONEBROOK GOLF & COUNTRY CLUB OF SARASOTA, INC.

STONEBROOK GOLF & COUNTRY CLUB OF SARASOTA, INC., its address being 8801 Stoneybrook Boulevard, Sarasota, FL 34238, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Covenants, Conditions and Restriction for STONEYBROOK GOLF & COUNTRY CLUB OF SARASOTA is recorded in O.R. Book 2652, page 1446, et seq., of the Public Records of Sarasota County, Florida. The following amendment to the Bylaws was approved by resolution of a majority of the Board of Governors, and approved as required by the Bylaws, by the voting representatives at a duly called meeting held on February 23, 2004.

Article 6.9 is hereby amended to read as follows:

6.9 Special Assessments. Special assessments may be imposed by the Board of Governors when necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Community Declaration or these Bylaws. Special assessments related to golf operations shall be charged only to the Golf Members. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Members in a manner consistent with the law. The total of all special assessments payable by the members holding any class of Membership shall not exceed \$200 per Lot or Living Unit in any fiscal year unless approved by a majority of the voting interests of the class of Membership. A resale capital contribution shall not be considered a special assessment as provided in this article. A notice of any meeting during which a special assessment is to be considered, shall be sent to each Voting Representative and each Neighborhood Association President at least 14 days prior to the

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STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared EUGENE STOKES, as President and JASON LEE, as Secretary, of STONEYBROOK GOLF & COUNTRY CLUB OF SARASOTA, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota, Sarasota County, Florida this 8th day of MARCH, 2004.



Terri M Smith
My Commission DD135480
Expires July 21 2006

Terri M. Smith
Printed Name of Notary:
Terri M. Smith
Notary Public
Commission # DD135480

My Commission Expires: July 21, 2006

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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#331949

CERTIFICATE OF AMENDMENT

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REC 69.00
C.C. _____
RE. _____

TO THE
BYLAWS
OF



STONEYBROOK GOLF & COUNTRY CLUB OF SARASOTA, INC.

STONEYBROOK GOLF & COUNTRY CLUB OF SARASOTA, INC., its address being 8801 Stoneybrook Boulevard, Sarasota, FL 34238, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Covenants, Conditions and Restrictions for Stoneybrook Golf & Country Club is recorded in O.R. Book 2652, page 1446, et seq., of the Public Records of Sarasota County, Florida. The Bylaws of STONEYBROOK GOLF & COUNTRY CLUB OF SARASOTA, INC. are recorded in O.R. Book 2652, page 1495, et seq., of the Public Records of Sarasota County, Florida. The Bylaws were amended by a resolution approved by a majority of the Board of Governors and approved as provided in the Bylaws by the voting representatives at a duly called meeting held on the 18th day of March, 2003.

The Amended and Restated Bylaws as approved by the voting representatives are attached to this Certificate of Amendment.

✓
KANETSKY, MOORE & DeBOER, P.A.
ATTY IN CHARGE AT LAW
F. B. 767
VENICE, FL 34284-1767

[Handwritten signature]

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 4 day of June, 2003.

ATTEST:

STONEBROOK GOLF & COUNTRY CLUB OF SARASOTA, INC.

By: [Signature]
Vice President for Secretary

By: [Signature]
President

WITNESSES:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Eugene J. Stokes as President and George Dellios, as Secretary of STONEYBROOK GOLF & COUNTRY CLUB OF SARASOTA, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Bylaws on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Bylaws and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand, and official seal at Sarasota, Sarasota County, Florida this 4 day of June, 2003.



Terri M Smith
My Commission DD135480
Expires July 21 2008

Terri M. Smith
Printed Name of Notary:
[Signature]
Notary Public
Commission # _____

My Commission Expires:

AMENDMENT
TO THE
BYLAWS
OF

INSTRUMENT # 2003114572
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STONEYBROOK GOLF & COUNTRY CLUB OF SARASOTA, INC.

THIS AMENDMENT is made this 18th day of March, 2003 by the Voting Representatives to the Bylaws of Stoneybrook Golf and Country Club.

WHEREAS, the Bylaws are recorded in Official Records Book 2652, Pages 1494 through 1503, Public Records of Sarasota County, Florida, and

WHEREAS, the Voting Representatives have the right to modify or amend the Bylaws in Section 8 of these Bylaws and hereby amends these Bylaws, and

NOW, THEREFORE, THE Voting Representatives make the following amendment to the Bylaws:

1. **GENERAL.** These are the Bylaws of Stoneybrook Golf & Country Club of Sarasota, Inc., (hereinafter the "Community Association"), a Florida corporation, not for profit, organized for the purposes set forth in the Articles of Incorporation.
 - 1.1 **Principal Office.** The principal office of this corporation is located at 8801 Stoneybrook Blvd., Sarasota, FL 34238.
 - 1.2 **Definitions.** All terms defined in the Declaration of Covenants, Conditions and Restrictions for Stoneybrook Golf & Country Club of Sarasota (the "Community Declaration") to which these Bylaws are attached as an exhibit, shall be used with the same meanings as defined therein.
 - 1.3 **Seal.** The seal of the Community Association shall be inscribed with the name of the Community Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.
2. **MEMBERSHIP CLASSIFICATION AND VOTING RIGHTS.** The classes of membership shall be as more fully set forth in Section 4.1 of the Community Association.
 - 2.1 **Voting Rights: Voting Interests.** The voting rights appurtenant to each of the classes of membership shall be as follows:
 - A. **Golf** - Each Living Unit to which a Golf Membership is appurtenant shall have one (1) indivisible vote in all matters upon which the Golf Members are entitled to vote.
 - B. **Social** - Each Living Unit to which a Social Membership is appurtenant shall have one (1) indivisible vote in all matters upon which the Social Members are entitled to vote.
 - C. **Transfer** - Transfer Membership will be granted to the residential tenants who choose to have the owners privilege to the common areas delegated to them as provided in Section 2.6. Transfer Members shall not have voting rights.

All members with voting rights shall have the right to vote in all matters, except where the Governing Documents provide that a matter shall be voted only by one or more specific classes of members. The total number of voting interests of the Community Association shall be equal to the number of Living Units that exist in the Community.

- 2.2 Method of Voting. Except for the election of Governors, all votes of Golf and Social Members pertaining to the Community Association shall be cast by the Voting Representatives of the Neighborhood Associations designated as provided in Section 3.6. Such procedure, subject to any restrictions, limitations or conditions which may be imposed by any Neighborhood Covenants or by other recorded instrument, may provide for votes to be cast in a block, or in the same manner as originally cast by its Members, or in any other manner that is equitable and uniformly applied within the Neighborhood Association, and does not result in the casting of fractional votes. The failure of a voting representative to cast votes in the manner instructed by the Neighborhood Association which he represents, or by its Members, shall not invalidate the votes as cast. Nothing herein shall require the use of secret ballots, except in the election of Governors.
- Prevention of Duplicate Voting. Neighborhood Associations whose only Members are other Neighborhood Associations shall have no right to participate in voting in Community Association affairs.
- 2.3 Membership Records. Records shall be maintained by the Community Association showing the names of the Members, their addresses, the number of Living Units owned by each Member, the class of Membership and such other information as the Board shall require. Members will be issued a wallet-size certificate of Membership. This certificate of Membership will include their photograph and Member identification number and will be used to provide access to any Common Area, facility, or meeting where required.
- 2.4 Transfer of Membership. Except as provided in Section 2.7 below, no Member may transfer his Community Association membership, except as an appurtenance to his Living Unit. When a Member ceases to be an owner, his membership shall cease. The termination of membership in the Community Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Community Association during the period of his membership, nor does it impair any rights or remedies which the Community Association may have against any former Member arising out of or in any way connected with such membership and the covenants and obligation's incident thereto. In the event a member transfers his membership to a tenant, the applicable transfer fee shall cover the term of the lease.
- 2.6 Rights and Privileges of Members.
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- A. Every Member in good standing shall have the right to:
- (1) Cast his vote in the election of Governors;
 - (2) Have his voting representative vote on his behalf at the meetings of Members.
 - (3) Serve on committees; and
 - (4) Attend Board of Governor and Membership meetings.
- Each Member is encouraged to take an active interest in Community Association affairs.
- B. Every Golf and Social Member in good standing shall have the privilege of using and enjoying the Common Areas in accordance with the type of Membership held by the Member, subject to the rules of the Community Association (and the right of the Community Association to charge admission and other fees for the use of any facilities.)
- C. A Member is in good standing if he is current in the payment of all assessments and other financial obligations to the Community Association, and his membership is not suspended.

2.7 Delegation of Rights to use Common Areas.

- A. In accordance with Section 4.4 of the Community Declaration, a Golf or Social Member may delegate his privilege to the Common Areas to:
 - (1) A reasonable number of guests if accompanied by the Member; or
 - (2) Residential tenants who reside in the Member's Living Unit.
- B. In the case of residential tenants of the Member's Living Unit, the delegating Member must give prior written notice to the Community Association of such delegation. The written notification shall state the name, age, permanent address, intended length of time the delegation will be effective, and such other information about each residential tenant as the Board shall require.
- C. A Member who has delegated his use privileges and is not in residence in Stoneybrook Golf & Country Club of Sarasota may not use the private or semi-private Common Areas during the period of the delegation, except as a guest. They will, however, still have all their rights and privileges of Members for voting, serving on the Board or Committees and attending membership meetings.
- D. Members shall be responsible for keeping the Community Association informed as to the names and ages of any persons who normally reside with the Member and intend to utilize the Common Areas.
- E. The Board of Governors may limit the number of guests or the frequency or duration of any Member's delegation of use rights, and may impose fees for the delegation of such rights of use of the facilities by renters or guests, which fees may be different from fees charged to members for their use.
- F. The delegation of Golf Membership is subject to the one (1) family limitation described in Section 4.2 of the Community Declaration.

2.8 Suspension of Membership. The Board may suspend a Golf or Social Member's Membership in the Community Association:

- A. For the period of time during which an assessment against the Member remains unpaid more than thirty (30) days after it was due and payable; or
- B. For a reasonable period during or after any infraction of the Community Association's rules and regulations by a Member or by any person to whom he has implied or expressly delegated his use privileges; or
- C. For misuse, abuse, or intentional destruction of Community Association property, real or personal.

Membership shall not be suspended until the Member has been sent reasonable notice of the intended suspension and has been offered a reasonable opportunity to be heard. Such proposed action shall be delivered to the Member by certified mail with return receipt requested, or hand delivered. Such notice shall specify the charges brought against the Member and the date of the meeting at which the member may appear and present evidence in his or her defense. Suspension of any Member's membership shall revoke his rights and privileges to use and enjoy the Common Areas and facilities for which he is entitled and to participate or vote in Community Association affairs. A suspension shall in no way impair the enforceability of any assessment or lien therefor, or the authority of the Community Association to assess

and collect any future assessment and lien, nor shall it impair the Member's right of access to, and use of, his own property in a manner consistent with the Governing Documents.

- 2.9 Common Area Membership designation. The Common Area facilities will be designated as either; Private, or Semi-private. The following definitions will apply;
- A. Private: For the use of Members and their escorted guests only.
 - B. Semi-Private: Primarily for the Members and their escorted guests. Open to the general public with restrictions. Members will always have priority.

The Stoneybrook Golf and Country Club facilities will have the following Membership designations.

- (1) Golf Course (including the practice facilities) - Semi-Private
- (2) Dining Room – Semi-Private
- (3) Tennis Courts - Private
- (4) Swimming Pool and Spa - Private
- (5) Fitness Center - Private

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3. MEMBER'S MEETINGS.

- 3.1 Annual Meeting. The Members shall meet at least once in each calendar year and such meeting shall be the annual meeting. The annual meeting shall be held in Sarasota County during March of each year, at a day, place and time designated by the Board of Governors, for the purpose of providing an annual report to the Members, announce the newly elected members of the Board of Governors and transacting any other business duly authorized to be transacted by the Members.
- 3.2 Special Members' Meetings. Special Members' meetings must be held whenever called for by the President or by a majority of the Governors, and must be promptly called by the Board upon receipt of a written request signed by voting representatives of Members entitled to cast at least ten percent (10%) of the combined votes of the Golf and Social Members. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the items specified in the request or contained in the notice of the meeting.
- 3.3 Quorum. A quorum shall be attained at a Members meeting by the presence in person, or by proxy, of at least a majority of the unit owners as represented by their Voting Representatives.
- 3.4 Vote Required to Transact Business. The acts or resolutions approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the Members, unless a higher vote is specifically required by law or by the governing documents.
- 3.5 Notice of Meetings. Written notice of the annual members' meeting shall be mailed to all Unit Owners not less than thirty (30) days prior to the date of the meeting.
- 3.6 Voting Representatives. Each Neighborhood Association shall appoint and designate in writing to the secretary of the Community association, at least annually by May 1st of each year, the name and address of one person who will serve as its Voting Representative. That person will:
- (A) Receive Community Association notices;
 - (B) Represent the Members of that particular Neighborhood Association or Committee at Community Association meetings;
 - (C) Cast the votes for the Units within the Neighborhood (the Voting Representative has the same number of votes as Members within his voting district); and;
 - (D) Not serve as the Voting representative or Alternate if they are a member of the Board of Governors.

An Alternate Voting Representative may be designated to serve in the absence or disability of the Voting Representative. The Voting Representative and the Alternate Voting Representative (if any) serve at the pleasure of the entity which appointed them.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to a later time by vote of a majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

3.8 Order of Business. The order of business at Members' meetings shall be substantially as follows:

- (A) Determination that a quorum has been attained.
- (B) Reading or other disposal of minutes of last Members meeting.
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Governors
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

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3.9 Minutes. Minutes of all meetings of Members and of the Board of Governors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives at all reasonable times. Minutes must be reduced to writing within thirty (30) days after the meeting and kept for a period of at least seven (7) years after the meeting.

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Community Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The President may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.11 Action by Members without a Meeting. With the exception of the annual meeting and annual election of Governors, any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the Members held on the sixtieth (60) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph affects the rights of Members to call a special meeting of the membership, as provided for in Section 3.2 above, or by law.

4. BOARD OF GOVERNORS. The administration of the affairs of the Community Association shall be by a Board of Governors. All powers and duties granted to the Community Association by law, as modified and explained in the Community Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Members only when such is specifically required.

4.1 Powers. The Board shall have the authority to:

- A. Manage and control the affairs of the Community Association.
- B. Appoint and remove as it sees fit all officers, agents and employees of the Community Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing in these Bylaws shall be construed to prohibit the employment of any Member of the Community Association in any capacity whatsoever.
- C. Establish, levy and assess, and collect any assessment or charge provided for in the governing documents.
- D. Designate one or more financial institution(s) as depository for Community Association funds, and the officer(s) authorized to make withdrawals therefrom.
- E. With the prior consent of a least a majority of the voting interests, borrow money for Community Association purposes, and assign, pledge, mortgage or encumber any Community or Club Common Areas or future revenues of the Community Association as security therefor;
- F. Adopt, amend or revoke rules and regulations relating to the use of the Common Areas, and such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the Community Association and its Members. The Board may also establish and levy fees for the use of Common Areas;
- G. Cause the Community Association to employ sufficient personnel to adequately perform the responsibilities of the Community Association;
- H. Negotiate and enter into contracts for the maintenance and operation of the Common Areas;
- I. Make improvements to the Common Areas.
- J. Establish committees of the Community Association and appoint the members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate;
- K. Acquire property, real or personal, and enter into agreements with any persons relating to the orderly transfer of property from said person to the Community Association and such other matters as the Board may deem appropriate.
- L. Perform all other acts not inconsistent with the law or the governing documents and necessary for the proper functioning of the Community Association.

4.2 Number: Qualifications. The Board of Governors shall consist of eleven (11) Governors, one (1) from each Voting Group. Each Governor elected by the Golf and Social Members must be a Golf or Social member. Each Governor elected by the Golf and Social members to represent a single Voting Group must be an Owner or the spouse of an Owner of a Lot or Unit in the Neighborhoods comprising that Group.

4.3 Term of Office. The term of office for the position of Governor shall be three years. To provide for a continuity of experience there will be four (4) Governors elected to office in succeeding years, followed by three (3) Governors elected in the third year. Limitation of office: The term of office for any Governor is limited to two consecutive terms of three years commencing in 2004. Terms of shorter duration or appointments are not to be considered in this limitation. Duration of Term: A term of office begins and ends with the adjournment of the annual meeting for the appropriate years covered by the term of office.

4.4 Nominations and Elections. The Members in each Voting Group are entitled to vote in the election of the Governor that represents their Voting Group.

- A. Candidates. Any person eligible to serve as a Governor may qualify as a candidate by notifying the Community Association in writing, at least forty-five (45) days in advance of the election, of his desire to be a candidate for any vacancy which he is eligible to fill. No person may be a candidate for election to more than one seat on the Board at any time. All eligible persons giving timely written notice of desire to be a candidate shall be listed alphabetically by surname on any ballots distributed or used by the Community Association.

- B. Election and Voting Materials. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes at their own expense. Any written materials distributed to the Members by the Community Association regarding an election shall be non-partisan, and Community Association funds shall not be used in any way to promote the election of any candidate over another. Candidates may reserve the common areas for a meeting with residents of their voting district provided all candidates and residents are invited to the meeting. No ballot or other election materials used by the Community Association shall endorse, disparage, or comment on any Candidate, however the Community Association may distribute without editing brief resumes of background and qualifications prepared by all candidates who wish it distributed. The ballots and all other election and voting materials shall be distributed by the Community Association with the notice of the annual meeting described in Section 3.5 above.
- C. Balloting. Elections shall be by secret written ballot that the Member personally casts. The candidate within each Voting Group who receives a plurality of the votes cast shall be elected. A Member may waive his right of secrecy of his ballot. Election ballots shall be cast by the Members and mailed or delivered to the Stoneybrook Golf and Country Club office to the attention of their Neighborhood Association in a sealed envelope, no later than 5:00 p.m. on the day before the annual Member meeting. Any ballots received after that time shall be invalid. The sealed envelopes shall not be opened except as provided below.
- D. Vote Counting. On the day prior to the annual meeting, after 5:00PM, at a place and time which was stated in the notice posted 14 days prior to the opening and counting of the ballots, the Neighborhood President (or the Neighborhood Association's designees if any President is a candidate for the office of Governor) shall open and count the ballots in such manner as he deems advisable. Any Member shall be entitled to attend and observe. A tie vote shall be broken by agreement between the tied candidates, or, in the absence of agreement, by lot. Any dispute as to the validity of any ballots shall be resolved by the incumbent Board. In the event the Neighborhood Association's representative is not present to open and count the ballots, the Secretary of the Board Of Governors or its designee, may act as the Neighborhood representative in the vote counting. At the conclusion of the vote counting, the results and ballots shall be turned over to the Secretary of the Board of Governors or its designee.

- 4.5 Vacancies on the Board. If the office of any Governor or Governors becomes vacant for any reason, a majority of the remaining Governors, though less than a quorum shall promptly choose a successor or successors, who shall hold office for the remaining term. Any Governor appointed by the Board shall be selected from the Class of Members and Voting Group who elected the Governor who vacated the position. If for any reason there should arise circumstances in which no Governors are serving and the entire Board is vacant, the members shall elect successors at a special meeting by the same method as is provided for in Section 4.2 through 4.4 above.
- 4.6 Removal. Any Governor may be removed from the Board with or without cause by a majority vote of the Members of the Voting Group which elected that Governor. Such removal shall be in accordance with the provisions of Section 617.0808, Florida Statutes. Governors may also be removed as provided in Section 4.8 below.
- 4.7 Organizational Meeting. An organizational meeting of a new Board of Governors shall be held within ten (10) days after the election of new Governors at such time and place as may be fixed by the Governors at the time of the Annual Meeting. At this meeting the officers will be elected for the following year. In addition, the committee Chairmen will be selected from the membership of the Board for the standing committees.
- 4.8 Regular Meetings. Regular meetings of the Board shall be held at least quarterly at such time and place as shall be determined from time to time by a majority of the Governors. The meetings shall be held on the

Community premises. Notice, and the agenda, for regular meetings shall be given to each Governor, personally or by mail, telephone, telegram or electronically, at least ten (10) days prior to the day named for such meeting. A schedule of regular meetings shall be posted in a conspicuous place or places in the Common Areas. At regular meetings any business of the Community Association may be transacted. If any Governor shall have (3) consecutive unexcused absences for regular meetings of the Board, the Board may, by vote of at least a majority of the whole Board taken at the next meeting, declare the office of said Governor to be vacant, and shall appoint a successor to hold office until the next annual meeting.

- 4.9 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of at least one-third (1/3) of the Governors. Not less than two (2) days notice of a special meeting shall be given to each Governor, personally or by mail, telephone, telegram, or electronically, which notice shall state the time and purpose of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.
- 4.10 Waiver Of Notice. Any Governor may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Governor constitutes waiver of notice, unless that Governor objects to the lack of notice at the beginning of the meeting.
- 4.11 Quorum of Governors. A quorum at a Board meeting shall exist only when a majority of all Governors are present in person. Governors may not vote by proxy at Board meetings. Governors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.
- 4.12 Vote Required. Except as otherwise required by law or the governing documents, the acts approved by a majority of those Governors present and voting at a Board meeting at which a quorum exists shall constitute the acts of the Board of Governors.
- 4.13 Presumption of Assent. A Governor who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. Abstention because of conflict of interest must be noted in the Minutes of the meeting.
- 4.14 Adjourned Meetings. The majority of Governors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.
- 4.15 The Presiding Officer. The President of the Community Association, or in his absence, the Vice President, shall be the presiding officer at all meetings of the Board of Governors. If neither is present, the presiding officer shall be selected by majority vote of those present.
- 4.16 Compensation of Governors and Officers. Neither Governors nor officers shall receive compensation for their services as such. Governors may not also be employees of the Community Association. Governors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.
- 4.17 Emergency Powers. In the event of an "emergency" as defined in Paragraph 4.17 G. below, the Board of Governors of the Community Association may exercise the emergency powers described in this Section,

and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes (1993), as amended from time to time.

- A. The Board may name as assistant officers persons who are not Governors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Community Association.
- B. The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- C. During any emergency the Board may hold meetings with notice given only to those Governors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Governor or Governors in attendance at such a meeting shall constitute a quorum.
- D. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Community Association shall bind the Community Association; and shall have the rebuttable presumption of being reasonable and necessary.
- E. Any officer, Governor or employee of the Community Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- F. The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- G. An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, earthquake, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in the Community is located, or have declared that area a "disaster area." A determination by any two (2) Governors, or by the President, that an emergency exists shall have presumptive validity.

4.18 Official Records. The Board shall maintain each of the following items, when applicable, which constitute the official records of the association:

- A. Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
- B. A copy of the bylaws of the association and of each amendment to the bylaws.
- C. A copy of the articles of incorporation of the association and of each amendment thereto.
- D. A copy of the declaration of covenants and a copy of each amendment thereto.
- E. A copy of the current rules of the association.
- F. All of the association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.
- G. A current copy of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the association has any obligation or responsibility. Bids received by the association for work to be performed must also be considered official records and must be kept for a period of 1 year.
- H. The minutes of the meetings of the Board of Governors and the members, which minutes must be kept for 7 years.
- I. A current roster of all members and their mailing address and parcel identification.
- J. The financial and accounting records of the association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:

- 1. Accurate, itemized, and detailed records of all receipts and expenditures.

2. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
3. All tax returns, financial statements, and financial reports of the association.
4. Any other records that identify, measure, record, or communicate financial information.

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5. OFFICERS.

- 5.1 Officers and Elections. The executive officers of the Community Association shall be a President, and one or more Vice Presidents, who must be Governors of the Community Association, a Treasurer and Secretary, all of whom shall be elected annually by majority vote of the Board of Governors. Any officer may be removed, with or without cause, by vote of a majority of all Governors at any meeting. Any person, except the President, may hold two or more offices. The Board of governors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Community Association. If the Board so determines, there may be more than one Vice President.
- 5.2 President. The President shall be the chief executive officer of the Community Association; he shall preside at all meetings of the Members and Governors, shall be ex-officio a Member of all standing committees, shall have general and active management of the business of the Community Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts or documents requiring the seal of the Community Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Governors to some other officer or agent of the Community Association.
- 5.3 Vice President. The Vice President(s) shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. He shall perform such other duties as the Board of Governors prescribe.
- 5.4 Secretary. The Secretary shall attend all meetings of the Board and meetings of the Members, and shall record all votes and the minutes of all proceedings in a book or books to be kept for the purpose. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Governors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Community Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been designated.
- 5.5 Treasurer. The Treasurer shall have responsibility for the oversight of the collection, safe-keeping, and disbursement of funds and securities of the Community Association, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Community Association and shall deposit all monies and other valuable effects in the name and to the credit of the Community Association in such depositories as may be designated by the Board of Governors. He shall disburse the funds of the Community Association, making proper vouchers for such disbursements, and shall render to the President and Governors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Community Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated. He will be the Chairman of the Finance Committee. Under his direction the Finance Committee will oversee the preparation of the annual budget.

6. FISCAL MATTERS. The provisions for fiscal management of the Community Association set forth in the Community Declaration shall be supplemented by the following provisions:
- 6.1 Depository. The Community Association shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida as designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Community Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.
- 6.2 Budget. The Board of Governors shall, at an April meeting each year, adopt a budget for operational expenses and capital funding for the next fiscal year. The proposed budget shall be detailed and shall show the amounts budgeted by accounts for both revenue and expense classifications including maintenance fees, greens and cart fees, and any other member fees or charges. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting shall be sent to each Voting Representative and Neighborhood President, and shall be posted on the club bulletin board or available to all members at least 30 days prior to the date of approval. The Board of Governors shall call a special joint meeting with the Voting Representatives to be held at least 14 days prior to the meeting for approval. At this meeting the Voting Representatives shall have an opportunity to discuss the proposed budget and offer amendments thereto. The Voting Representatives shall offer a non binding vote on the budget.
- 6.3 Reserves. The Board may establish in the budgets one or more reserve accounts for contingencies, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.
- 6.4 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all Governors and employees of the Community Association handling or responsible for Community Association funds, shall be bonded in such amounts as determined by the Board of Governors. The premiums on such bonds shall be paid by the Community Association.
- 6.5 Financial Information. The Board of Governors shall have prepared an annual independent certified audit of the revenues, expenses, changes in fund balances and cash flows for the fiscal year then ended, within 90 days after the close of the fiscal year. A copy of the audit and related financial statements shall be provided to any member, upon request, at no charge to the member.
- 6.6 Application of Payments and Commingling of Funds. All monies collected by the Community Association must be divided into two or more funds, bank accounts, and other related investment vehicles as determined by the Board of Governors. Operational funds shall be kept separate from capital funds. The books and records of the Community Association shall be kept in conformity with generally accepted accounting principles. All payments on account by a Member shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Governors may determine.
- 6.7 Fiscal Year. The fiscal year for the Community Association shall begin on the first day of June of each year. The Board of Governors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.
- 6.8 Payment of Assessments. Annual Maintenance Assessments based on the adopted budgets shall be payable annually (due on June 1 of each year or such other date as the Board of Governors may determine). Written

notice of each payment due shall be sent to all Members at least thirty (30) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee.

- 6.9 Special Assessments. Special assessments may be imposed by the Board of Governors when necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Community Declaration or these Bylaws. Special assessments related to golf operations shall be charged only to the Golf Members. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Members in a manner consistent with the law. The total of all special assessments payable by the members holding any class of Membership shall not exceed \$200 per Lot or Living Unit in any fiscal year unless approved by a majority of the voting interests of the class of Membership. A notice of any meeting during which a special assessment is to be considered, shall be sent to each Voting Representative and each Neighborhood Association President at least 14 days prior to the day of the meeting. Voting Representatives and Neighborhood Presidents will be provided an opportunity to address the Board.
- 6.10 Proof of Payment. Within fifteen (15) days after receipt of request from the Owner, mortgagee, or purchaser of a Living Unit, the Community Association shall furnish a written statement certifying that all assessments then due from an Owner of a Living Unit have been paid, or indicating the amounts then due. Anyone other than the Owner who relies upon such statement shall be protected thereby.
- 6.11 Suspension. The Community Association shall not be required to transfer Memberships on its books or to allow the exercise of any rights or privileges of a Member on account thereof to any owner, or to any persons claiming under an owner, unless and until all assessments and charges to which said owner is subject have been paid in full.
7. Management Organization. In order to provide for the proper operation and management of the affairs and property of the Community Association, Stoneybrook Golf and Country Club shall be managed by a General Manager and Department Heads as may be determined by the Board of Governors. The General Manager shall report directly to the Board of Governors and Department Heads shall report directly to the General Manager. The Board of Governors has the authority to appoint and remove the General Manager at its pleasure. The General Manager has the authority to appoint and remove Department Heads and other managers with the consultation and confirmation of the Board of Governors.
- 7.1 General Manager. The General Manager shall be responsible for the entire operation of the Community Association. He shall be responsible for the hiring and dismissal of personnel, purchasing, approval for payment of all bills, menu, inventory, cost control, and the total operation of the office, kitchen, dining room, grill room, lounge, golf and greens, tennis facilities, fitness center, pool and spa and Community Association security and other duties as may be assigned. He shall provide a monthly written report to the Board. The report shall contain all pertinent information concerning the operations of every department within his responsibility. He is responsible to the Governors for interpreting and applying policies, and for promoting public relations. He shall only receive his direction from the Board of Governors as a result of their meeting and agreement on any matter and from the President on any day to day issues.. He shall be an ex-officio Member of all Standing Committees.
- 7.2 Duties of Department Heads (Managers): The Board of Governors shall maintain complete job descriptions for the General Manager and each Department Head and Manager.

- 7.3 Executive Committee: There shall be an executive committee comprised of the officers of the Board of Governors whose duties shall be to review and recommend actions pertaining to personnel to the Board of Governors.
8. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:
- 8.1 Proposal. Amendments to these Bylaws may be proposed either by resolution approved by a majority of the whole Board of Governors, or by a petition to the Board signed by at least twenty-five percent (25%) of the voting interests of the Community Association. Once so proposed, the amendments shall be submitted to a vote of the Members cast by the voting representatives as provided in Section 2.2 herein, within 90 days.
- 8.2 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, these Bylaws may be amended by concurrence of at least two-thirds (2/3) of the voting interests present and voting at any annual or special meeting, provided that the text of any proposed amendment has been given to the Members with notice of the meeting.
- 8.3 Amendment by the Board. The Board of Governors, by majority vote, may amend the Bylaws to correct any typographical errors or conform the Bylaws to any applicable statute or local ordinance. Such amendments shall not require consent of the Members.
- 8.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President, or Vice President of the Community Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The certificate must identify the book and page of the Public Records where the Community Declaration was originally recorded.
9. MISCELLANEOUS.
- 9.1 Gender. Whenever the masculine or singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.
- 9.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.
- 9.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Community Declaration or the Articles of Incorporation of the Community Association, the provisions of the Community Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.