

Prepared by and
when recorded return to:
Jonathan J. Ellis, Esq.

SHUMAKER

Shumaker, Loop & Kendrick, LLP

101 East Kennedy Boulevard
Suite 2800
Tampa, Florida 33602
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**CERTIFICATE OF THIRD AMENDMENT TO THE BY-LAWS OF
EAGLE PALMS HOMEOWNERS ASSOCIATION, INC.**

This Third Amendment to the By-Laws of Eagle Palms Homeowners Association, Inc. (the "Amendment") is made as of the 20 day of Sept, 2016, by the Eagle Palms Homeowners Association, Inc., a Florida nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, the By-Laws of Eagle Palms Homeowners Association, Inc. (the "By-Laws"), were originally recorded at Official Records Book 16310, Page 1808, *et seq.*, of the public records of Hillsborough County, Florida, and subsequently amended from time to time;

WHEREAS, Article 11, of the By-Laws provides in pertinent part that the By-Laws may be amended by resolution of the Board of Directors and passed with the affirmative vote of a majority of the Members at a duly noticed meeting;

WHEREAS, at a duly noticed meeting of the Members of the Association (the "Meeting"), at which a quorum of Members was present, held on the 8th day of June, 2016 in the manner required by the Association's governing documents, the Members did cast their votes, in accordance with the voting procedures set forth in the Association's governing documents, in favor of or against certain proposed amendments to the By-Laws;

WHEREAS, at the above-referenced Meeting of the Members, the amendments to the By-Laws attached to this Amendment as **Exhibit A** were approved by Members representing a majority of the total votes in the Association, in accordance with the Association's governing documents;

WHEREAS, the Association desires to amend the By-Laws as provided herein.

NOW, THEREFORE, the Association hereby declares and certifies as follows:

1. The foregoing recitals are true and correct.

2. The amendments to the By-Laws attached hereto as **Exhibit A** are true and accurate copies of each and every amendment to the By-Laws as approved by the Members at the Meeting.

3. All initially capitalized terms not defined herein or in the attached amendments shall have the meaning set forth in the Declaration and By-Laws.

4. With respect to the attached amendments, text to be deleted is indicated by strikethrough (~~strikethrough~~) and text to be added is indicated by a double underline (underline). Ellipses (. . .) indicate that the language omitted by the ellipsis shall remain unchanged.

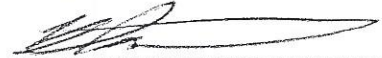
5. In the event that there is a conflict between the attached amendments and the By-Laws, Declaration, or other governing documents of the Association, the attached amendments shall control.

6. All provisions of the By-Laws are hereby ratified and shall be of full force and affect, except as specifically modified and amended by the attached amendments.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the date first written above.

Witnesses:


Print Name: Rick Johnston


Print Name: David Snyder

EAGLE PALMS HOMEOWNERS
ASSOCIATION, INC., a Florida nonprofit
corporation

By: Edward Bonnett
President

By: Madeline Fischer
Secretary

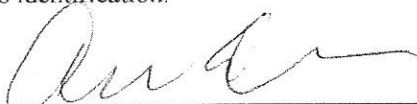
[Corporate Seal]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28 day of September, 2016 by Edward Bonnett, as President, and Madeline Fischer, as Secretary, of the Eagle Palms Homeowners Association, Inc., a Florida nonprofit corporation, on behalf of the corporation, who are personally known to me or have produced FL Drivers Licenses as identification.



ABIGAIL CROUSE
MY COMMISSION # FF 095756
EXPIRES: April 4, 2018
Bonded Thru Budget Notary Services


NOTARY PUBLIC
Print Name: Abigail Crouse
My Commission Expires: 4-4-2018

"EXHIBIT A"
THIRD AMENDMENT TO THE BY-LAWS

Article 11, Section 11.3 of the Bylaws is Hereby Amended as Follows:

Section 11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon the affirmative vote of a majority of ~~the votes of all Members entitled to vote thereon~~ the members present in person or by proxy at an annual or special members meeting at which a quorum is present.

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This instrument prepared by
and return to:
Dwight I. Cool, Esquire
Zimmerman, Kiser & Sutcliffe, P.A.
315 E. Robinson Street, Suite 600
Orlando, Florida 32801
Our File No. 8621-24

**CERTIFICATE OF AMENDMENT TO BYLAWS OF
EAGLE PALMS HOMEOWNERS ASSOCIATION, INC.**

This Certificate of Amendment to Bylaws of Eagle Palms Homeowners Association, Inc.
is made and entered into this the 23rd day of February, 2007, by Eagle Palms Homeowners
Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "Association,"
14055 Riveredge Drive, Suite 200, Tampa, Florida 33637.

WITNESSETH:

WHEREAS, the Bylaws of the Association are attached to the Declaration of Covenants
and Restrictions for Eagle Palms Subdivision, recorded in O.R. Book 16310, Page 1760, Public
Records of Hillsborough County, Florida; and

WHEREAS, the Bylaws of the Association have been properly amended.

NOW, THEREFORE, the Association hereby certifies that the Bylaws of Association
have been amended as follows:

RESOLVED, that Section 9.4 of the Bylaws of the Corporation is
amended in its entirety to read as follows:

"9.4. Water Service. Water for the entire townhouse
complex will be purchased from a public utility, and the
public utility will determine water usage for the entire
townhouse development by way of master meter. The
fractional share of liability for common expenses of the
project is based on an equal fractional basis. The Owners
will not receive an individual water bill, nor an itemized
bill covering all fees that breaks out the water usage as a

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separate item, nor will there be any other method for prorating the costs of water to the units. This provision will not be amended without first notifying the Hillsborough County Health Department and the Florida Department of Environmental Protection or their assignee."

IN WITNESS WHEREOF, the Association has hereunto set its hand and seal as of the date first appearing above.

WITNESSES:

Anne Mize
Printed Name: Anne Mize

Richard Ladd
Printed Name: Richard Ladd

EAGLE PALMS HOMEOWNERS
ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: *J. Hugh Joyner*
J. Hugh Joyner, President

Address:
14055 Riveredge Drive, Suite 200
Tampa, Florida 33637

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 23rd day of February, 2007 by J. Hugh Joyner as President of Eagle Palms Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is ☒ personally known to me, or ☐ has produced _____ as identification.

(SEAL)

Darryn K. King
Notary Public, State of Florida

Printed Name: Darryn K. King

My Commission expires: 12/1/2008

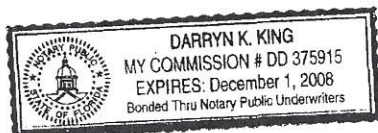


EXHIBIT "C"
**THIS IS NOT A
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EAGLE PALMS HOMEOWNERS ASSOCIATION, INC.

1. Definitions. When used in these Bylaws, the terms defined in the Articles of Incorporation of Eagle Palms Homeowners Association, Inc. (the "Articles") shall have the same meanings as defined in the Articles.

2. Identity. These are the Bylaws of Eagle Palms Homeowners Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes ("the Association").

2.1 Office. The office of the Association shall be located at 14055 Riveredge Drive, Suite 200, Tampa, Florida 33637, or at such other place as may be designated from time to time by the Board of Directors.

2.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

2.3 Seal. The seal of the Association shall bear the name of the corporation, the word, "Florida", the words, "Corporation Not for Profit", and the year of incorporation.

3. Members.

3.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

3.2 Class of Members. There shall be two classes of members.

3.2.1 Class A Members. Class A members shall be all Owners of Lots, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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3.2.2 Class B Members. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the number of Class A votes equals the number of Class B votes; or
- (b) On January 1, 2015.

4. Members' Meetings.

4.1 Annual Members' Meetings. The first annual meeting of the Members shall be held on the date, at the place and at the time as determined by the Board of Directors; provided, however, that said meeting shall be held, to the extent possible, within one (1) year from the date of incorporation of the Association. Thereafter, the annual meeting of the Association shall be held on the anniversary date of the first annual meeting; provided, however, that should the anniversary date fall on a legal holiday, then such annual meeting of the Members shall be held on the next day thereafter which is not a legal holiday. At each annual meeting there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of these Bylaws. At the first annual meeting, the Directors shall be elected to serve until the second annual meeting; and at the second annual meeting, Directors shall be elected for a term of one (1) year beginning with the second annual meeting. Unless a Director resigns before the expiration of his term of office, each Director shall hold his office until his successor has been elected and the first meeting involving such successor is held. The term of office of any Director elected to fill a vacancy created by the resignation of his predecessor shall be the balance of the unserved term of his predecessor. The Members may also transact such other business of the Association as may properly come before them.

4.2 Special Members' Meetings. Special meetings of the Members may be called by any one of the following persons or groups:

- (a) The Board of Directors;
- (b) The holders of not less than twenty-five percent (25%) of all of the votes entitled to be voted at the meeting; or
- (c) The Declarant.

4.3 Notice of All Meetings of Members. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered to each Member entitled to vote at such meeting not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first-class mail, by or at the direction of the President, Secretary, or the officer or persons calling the meeting. If the notice is mailed at least thirty (30) days before the date of the meeting, it may

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be done by a class of United States mail other than first class. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the books of the Association, with postage thereon prepaid.

4.4 Quorum. A quorum at Members' meetings shall consist of a majority of all votes in the Association, whether recognized in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws or the Articles. When a specified item of business is required to be voted upon by a particular class of Members, a majority of the votes of such call of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of members or to express consent of dissent without a meeting, or his duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy. Every proxy must be signed by the Member or his attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it.

4.6 Adjourned Meetings. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjournment meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each Member on the new record date entitled to vote at such meeting.

4.7 Minutes of Meetings. The Association shall maintain minutes of each meeting of the membership and the Board of Directors in a businesslike manner. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5. Board of Directors.

5.1 Number. The affairs of the Association shall be managed by a Board initially consisting of three (3) directors. The number of members may be increased or decreased from time to time by amendment to these Bylaws; provided, however, the established number of Board members shall always be an odd number. In the event that the number of members of the

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Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

5.2 Term of Office. As provided in the Articles, the Members shall elect the directors for terms of one (1) year each. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.3 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

5.4 Directors' Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.5 Election. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled under the provisions of the Articles. The names receiving the largest number of votes for each vacancy shall be elected.

5.6 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association.

5.7 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

5.8 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or other persons, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.9 and shall be made in advance of the time fixed in Section 5.9 for the mailing of such ballots to Members.

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5.9 Ballots. All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and (c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.10 Ballots. Each Member entitled to vote shall receive one ballot which shall indicate thereon the number of votes which may be cast by such Member. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that, because of the verification procedures of Section 5.11, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish such Member's right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the Association.

5.11 Election Committee; Counting of Ballots. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3) members appointed by the Board of Directors. The Election Committee shall then:

- (a) establish that external envelopes were not previously opened or tampered with in any way; and
- (b) open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of ballots allowed to the Member or his proxy identified on the external envelope; and
- (c) confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and
- (d) if, the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone.

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The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

6. Meetings of Directors.

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least semi-annually and may be held quarterly with notice of such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday.

6.2 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President of the Association, or by any two (2) directors. Not less than two (2) days' notice of the special meeting shall be given to each director personally or by first-class mail, telegram, or cablegram, which notice shall state the time, place and purpose of the meeting. Except in the case of any emergency, notice of such meetings shall be posted conspicuously on the Properties forty-eight (48) hours in advance for the attention of Members. All special meetings of the Board of Directors shall be open to the Members.

6.3 Action Taken Without a Meeting. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or whatever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association's records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.4 Defects in Notice, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all person participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in persons at a meeting.

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6.5 Quorum. A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Bylaws.

6.6 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

6.7 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the directors or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.8 Presiding Officer. The presiding officer of directors meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of the both, the directors shall designate one of their number to preside.

6.9 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

7. Officers.

7.1 Officers and Election. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, each of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve a chairman of all Members' meetings.

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

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. The compensation, if any, of the officers shall be fixed by the Board of Directors.

8. Books and Records. The books, records and papers of the Association shall at all time, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

9.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

9.1.1 Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserved. This may include but not be limited to:

(a) Professional, administration and management fees and expenses;

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- (b) Taxes on Association property and Common Areas;
- (c) Expense for utility services and maintenance expenses relating to the Common Areas;
- (d) Insurance costs;
- (e) Administrative and salary expenses;
- (f) Operating capital; and
- (g) Other expenses.

9.1.2 Reserve for Deferred Maintenance. If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

9.1.3 Reserve for Replacement. If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year which shall include the estimated funds required to defray the current expenses and shall provide funds for the foregoing reserves. The operating budget shall provide separate expense and reserve figures for the Common Properties so as to permit appropriate allocation of assessments therefore among all Lots.

9.3 Depository. The depository of the Association will be such bank as shall be designated from time to time by the directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section supersede the provisions hereof.

9.4. Water Service. Water for the entire townhouse complex will be purchased from public utility, and that the public utility will determine water usage for the entire townhouse development by way of master meter. The fractional share of liability for common expenses of the project is based on an equal fractional basis. This provision will not be amended without first notifying the Florida Department of Environmental Protection or their assignee.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

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11. Amendment. Amendments to these Bylaws shall be proposed and adopted in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in these Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Agreement. If all of the directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though Subsections 11.1 through 11.3 had been satisfied.

11.6 Action Without Directors. The Members may amend these Bylaws, without an act of the directors, at a meeting for which notice of the changes to be made is given.

11.7 Recording. A copy of each amendment shall be recorded in the Public Records of Hillsborough County, Florida, as soon as possible after adoption.

11.8 Proviso. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with Chapter 617, Florida Statutes, or with the Declaration of Articles.

12. Pronouns. Whenever the context permits, the singular shall include the plural and one gender shall include all.



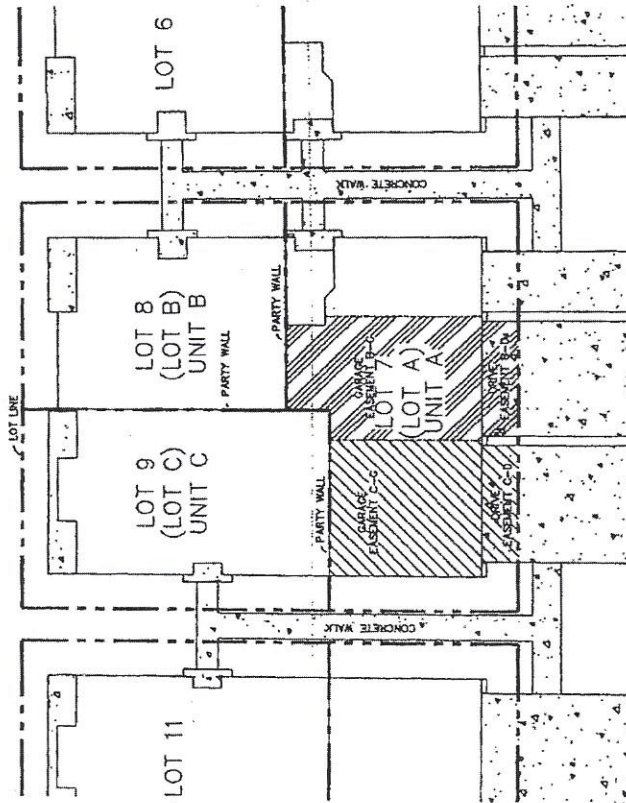
Secretary

Exhibit "D"

ACCESS AND GARAGE EASEMENT

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COMMON AREA



COMMON AREA

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INSTR # 98375658
OR BK 09385 PG 1570
RECORDED 12/16/98 11:40 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DOC. FOR PD (F.S. 201.02) 0.20
DEPUTY CLERK F. Tacer

CONSERVATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of the covenants, terms, conditions and restrictions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, on December 14, 1998, PARKWAY CENTER, INC., a Florida corporation whose mailing address is 8181 Eagle Palm Drive, Riverview, FL 33569 ("Grantor"), has granted to the FLORIDA GAME AND FRESH WATER FISH COMMISSION, 620 South Meridian Street, Tallahassee, FL 32399-1600 ("Grantee"), a Conservation Easement in accordance with Section 704.06, Florida Statutes (1997), in and over the following described real property in Hillsborough County, Florida

See Description Sketch and Legal Description set forth as Exhibit "A", attached hereto, and incorporated herein.

It is agreed as follows

I On behalf of itself and its successors, heirs, and assigns, Grantor grants and gives unto Grantee, this Conservation Easement over the above-described property of Grantor, pursuant to Section 704.06, Florida Statutes (1997) and the terms of this Conservation Easement Except for

Prepared by

Elin McCormick Larrington, Esq.
Fowler, White, Gillen, Boggs,
Villareal and Banker, P.A.
501 East Kennedy Boulevard
Tampa, Florida 33602
(813) 228-7411

Page 1 of 7

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~~OR BK 09385 PG 1571~~

(i) activities pursuant to the "Revised Protection and Management Plan for the Gopher Tortoise Population on Parkway Center, Hillsborough County, Florida", attached hereto and incorporated herein as Exhibit "B", (ii) activities permitted by the Florida Game and Fresh Water Fish Commission Permit for Taking of Gopher Tortoises and Their Burrows, Permit No HIL-64, issued February 17, 1998, as said permit may be amended (iii) activities authorized by Sections 2, 3, and 4, below, and (iv) permitted crossings for roadways, boardwalks, and utilities crossings, the following activities are prohibited within Easement Area Nos 1, 2, and 3, as depicted on the attached Exhibit "A," hereinafter referred to as the "Easement Areas"

- a Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground,
- c Dumping or placing of soil, or other substances or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials,
- d Removal or destruction of trees, shrubs, or other vegetation,
- e Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface,
- f Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
- g Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and
- h Acts or uses detrimental to such retention of land or water areas

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~~OR BK 09385 PG 1572~~

2 The restrictions set forth in Section 1 (a-h) above shall not limit the rights of those entities currently possessing utility, drainage or other easement rights on, over, under or across the Conservation Areas. Permissible activities within the Easement Areas shall include all activities incident to such easement rights, including any ingress/egress, maintenance, repair, or replacement, as may be reasonably required to maintain any such existing or replacement facilities.

3 The restrictions set forth in Section 1 (a-h) above shall not prohibit or limit the use of the portion of the subject real property which is presently encumbered with a utility easement for the construction or operation of communication lines, provided, however, any such use, as described in this Section 3, shall require prior, written approval by the Grantee.

4 The restrictions set forth in Section 1 (a-h) above shall not prohibit the construction, installation, and maintenance of those facilities and/or other activities contemplated by any County or State approvals applicable to the subject property, for trail systems, and/or passive recreation uses. Any use, as described in this Section 4, shall require prior, written approval by the Grantee.

5 Grantee or its authorized representative shall have the right to enter the Easement Areas in a reasonable manner, and at reasonable times, to insure compliance with this Conservation Easement. Grantor reserves to itself, its successors and assigns (1) all rights as owner of the subject property to transfer the property and/or any obligations under this Conservation Easement to a community development district, a property owner's association, or any other entity, corporate or otherwise, whether for-profit or not-for-profit, which has among its responsibilities the duty to maintain the Easement Areas in accordance with the Permit. Notwithstanding any such conveyance, this Conservation Easement shall run with the land and shall be binding upon Grantor, its successors and assigns, in accordance with the terms hereof.

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~~OR BK 09385 PG 1573~~

6 No right of access by the general public to any portion of the subject property is conveyed by this Conservation Easement

7 Grantor, its designated successors or assigns, shall bear all reasonable costs related to the operation, upkeep and maintenance of the Easement Areas, provided, however, that nothing contained in this Conservation Easement shall be construed to entitle the Grantee or any other person to bring any action against the Grantor, its successors or assigns, or the holders of any easements described in Section 2 above, for any injury to or change in the subject property resulting from causes beyond their reasonable control, including, without limitation, fire, flood, storm, and earth movement, or from any action taken under emergency conditions to prevent, abate or mitigate injury to the subject property or human life resulting from such causes. All costs related to such operation, upkeep and maintenance may be delegated to a community development district, property owners association, or other entity, whether for-profit or not-for-profit, for the purpose of administering community properties or conservation properties and for enforcement of covenants and restrictions related thereto

8 This Conservation Easement shall be recorded in the same manner as any other instrument affecting title to real property

9 The Easement Areas are subject to a mortgage held by Stephen B. Oveson, who has executed a Mortgagee's Consent in the form attached hereto and incorporated herein as Exhibit "C", to subordinate said mortgage and/or security interest to this Conservation Easement. In the event

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~~OR BK 09385 PG 1574~~

Stephen B. Oveson, his successors or assigns, acquire title to the subject property as successor to Grantor, said mortgagee shall be entitled to all of the rights and privileges afforded to the Grantor hereunder

10 This Conservation Easement is enforceable as provided in Section 704.06, Florida Statutes (1997). The terms and conditions of this Conservation Easement may be enforced by either Grantor or Grantee by injunctive relief and other appropriate remedies, whether in law or equity. In any action to enforce the terms and conditions of this Conservation Easement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in both the trial and appellate courts.

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~~OR BK 09385 PG 1575~~

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this

14th day of December, 1998

Signed, sealed and
delivered in the
presence of

GRANTOR

Erin McCormick Larrinaga PARKWAY CENTER, INC., a Florida corporation
Erin McCormick Larrinaga

Printed Name

Erin McCormick Larrinaga

Jacqueline A. Gustafson

Printed Name

By

Eric B. Eicher
Printed Name ERIC B. EICHER

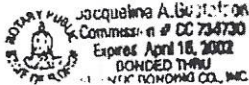
Title Ex-Vice PRES

8181 Eagle Palm Drive
Riverview, FL 33569

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 14th day of
December, 1998, by Eric Eicher, as Executive Vice President of Parkway Center, Inc.,
on behalf of the corporation. He is (X) personally known to me, or () has produced _____
as identification.

SWORN to and subscribed before me this 14th day of December, 1998



Jacqueline A. Gustafson
Signature of Notary Public

Jacqueline A. Gustafson
Printed name of Notary Public

h:\cm\docs\112561

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~~OR BK 09385 PG 1576~~

GRANTEE'S ACCEPTANCE

The Florida Game and Fresh Water Fish Commission hereby approves the foregoing Deed of Conservation Easement and agrees to all of the terms and conditions thereof

FLORIDA GAME AND FRESH WATER
FISH COMMISSION

By

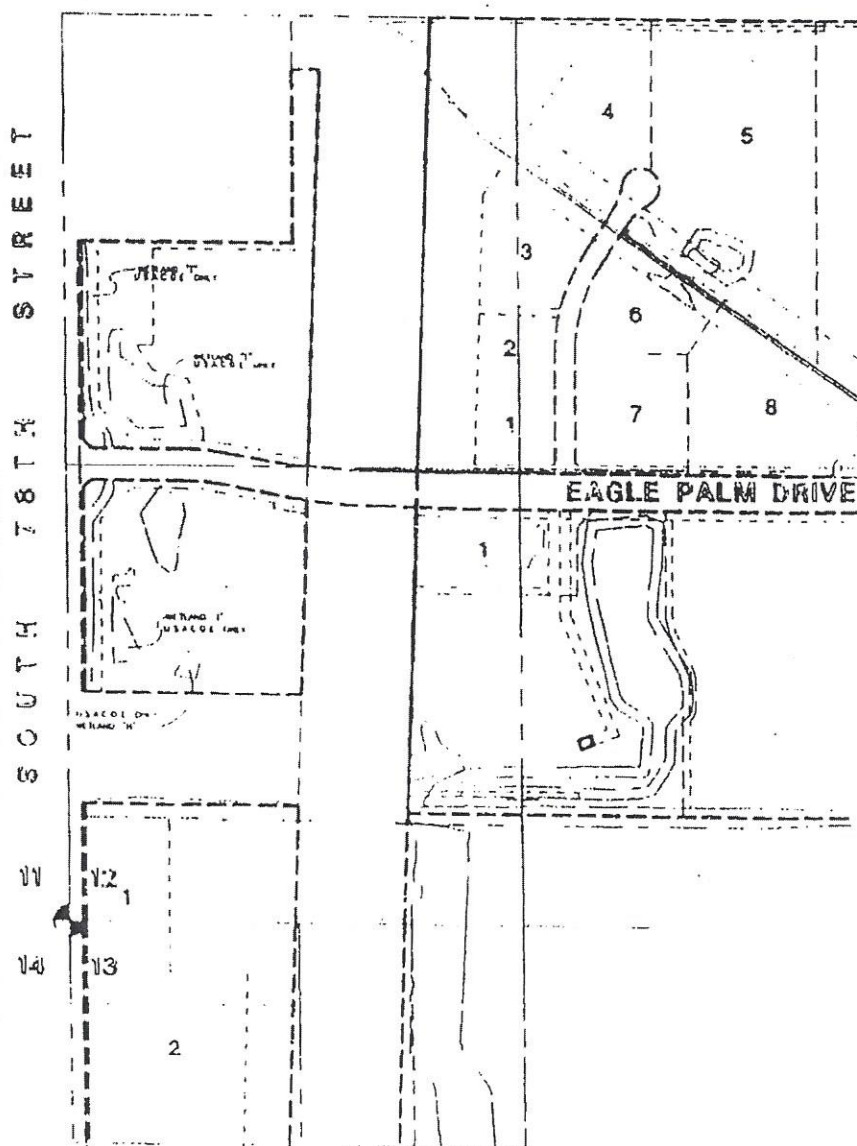
Bradley J. Hartman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Paul M. White
Commission Attorney

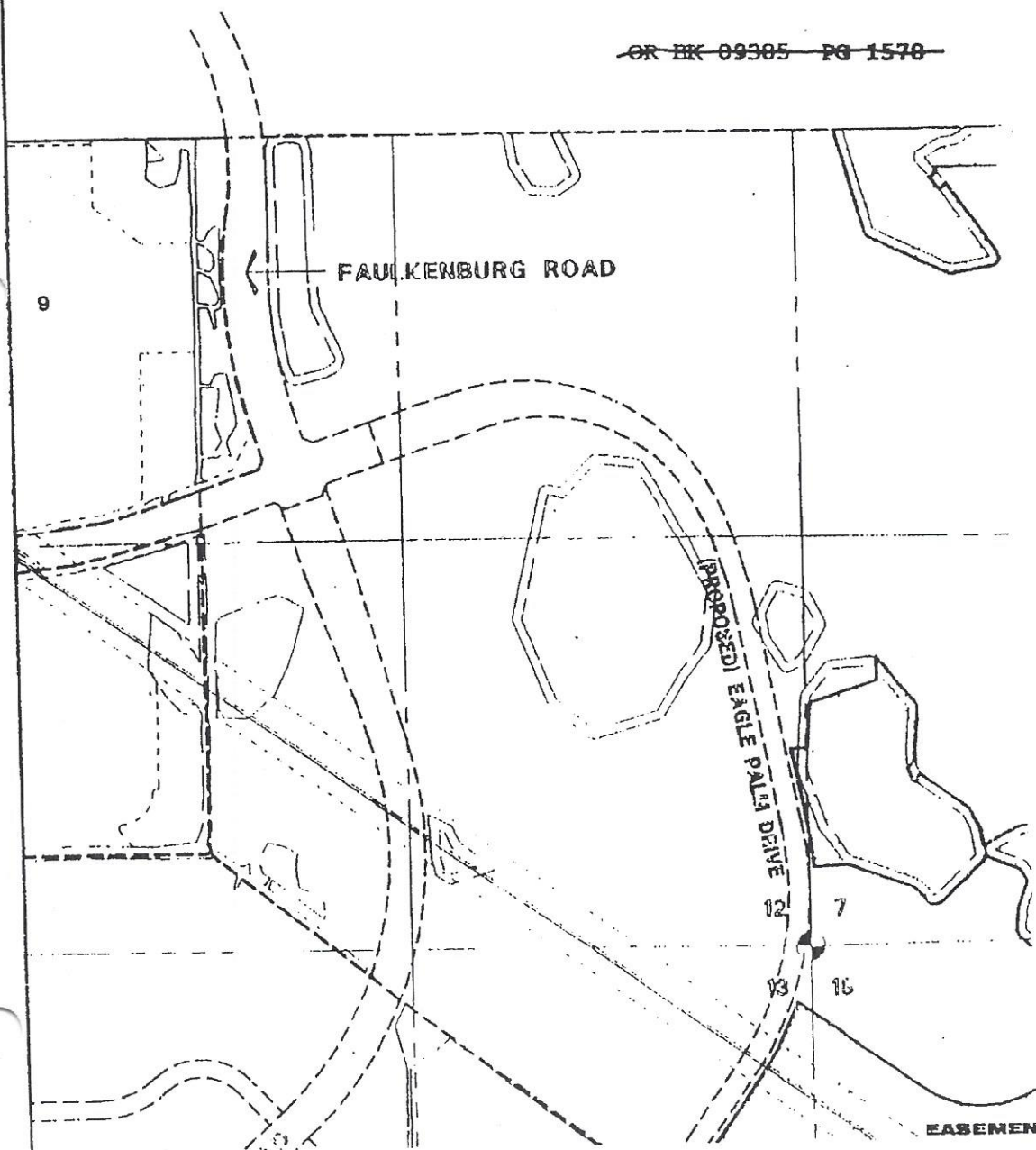
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OR BK 09385 PG 1577



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~~OR BK 09385 PG 1578~~



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NEWAY NO. 75 (STATE ROAD NO. 33-A)

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~~OR BK 09385 PG 1580~~

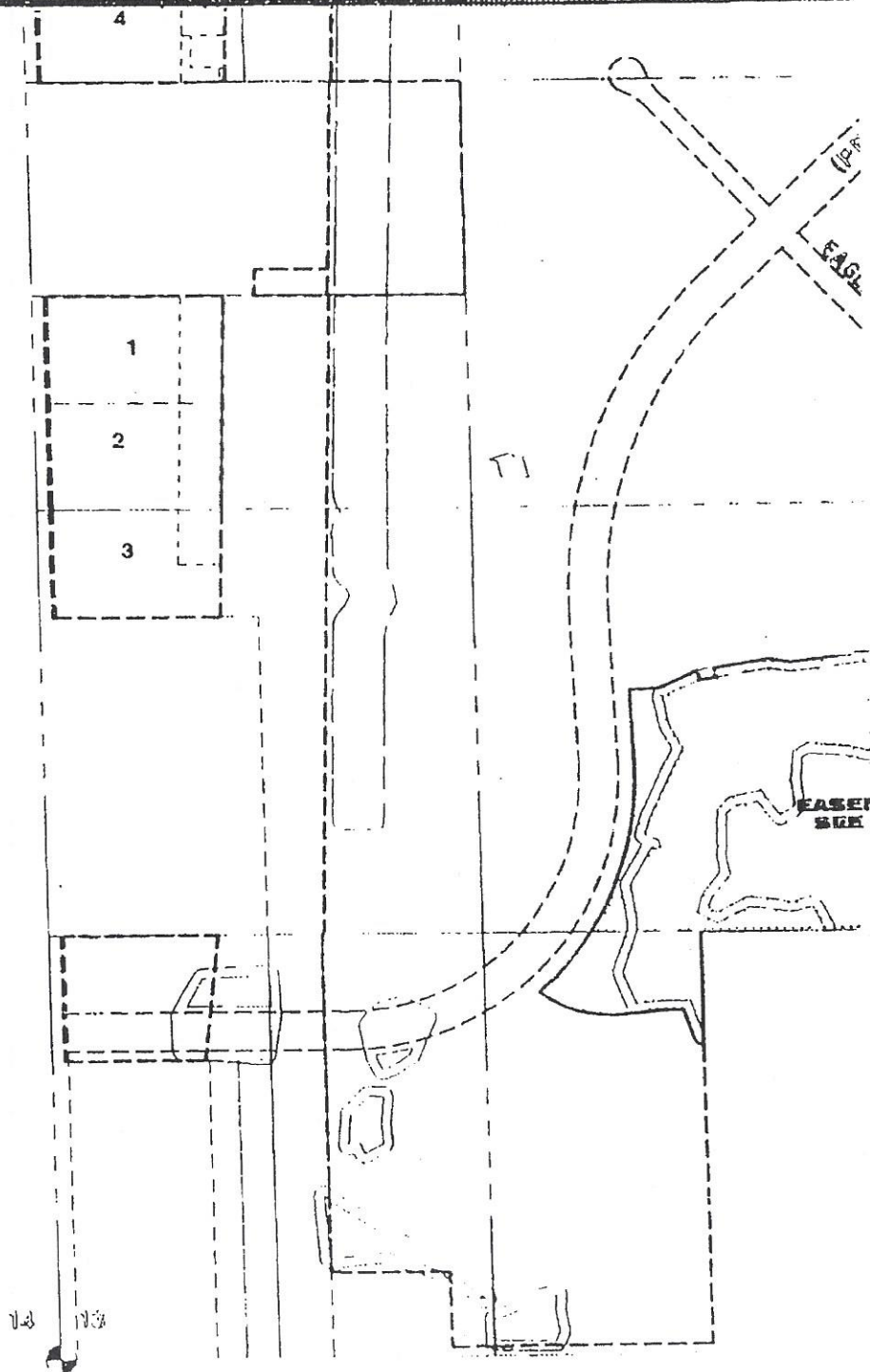


SCALE: 1" = 400'

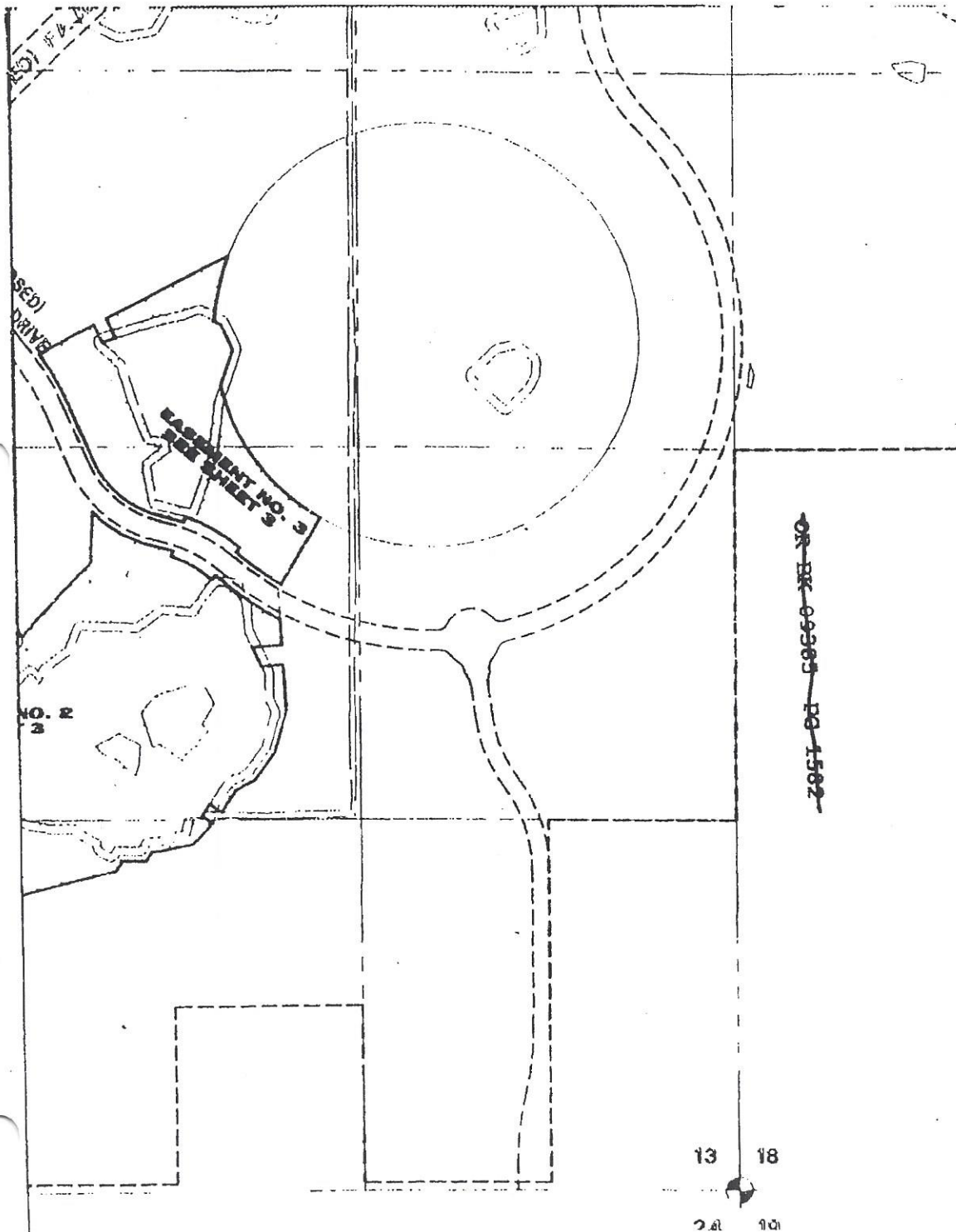
SEMENT	GROSS	WETLAND	UPLAND
0. 1	58.170	17.277	40.893
0. 2	42.224	21.543	20.681
0. 3	11.354	3.782	7.572
TOTAL	111.748	42.602	69.146

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OR BX 09385 PG 1501



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~~OR BX 09385 PG 1503~~

OAK
WILDLIFE PRES

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**REEK AT PARKWAY CENTER
ATION EASEMENTS NO. 1, 2, AND 3**

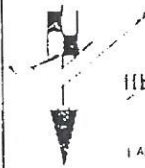
Prepared For **PARKWAY CENTER**

**DESCRIPTION
SKETCH**

(Not a Survey)

Arthur W. Merritt

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
ARTHUR W. MERRITT NO. LS4498



SWANEE PLAZA
2212 Swann Avenue
Tampa, Florida 33606
Phone (813) 253-5311

HEIDT & ASSOCIATES, INC.
CIVIL ENGINEERING
AND SURVEYING
ENVIRONMENTAL ENGINEERING
LAND PLANNING LANDSCAPE DESIGN

Date: VR [initials] 2-22-00 [initials] PWC WILLIS-
Date: February 16, 1998 Order No. PWC 15, 000

XS 12 & 13, TWP 30 S, RGE 19 E AND SECS 7 & 18, TWP 30 S, RGE 20 E

EXHIBIT "A"

Dr. Arthur W. Merritt

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NORTHWEST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 7-30-20

POINT
E

~~OR BK 09385 PG 1585~~

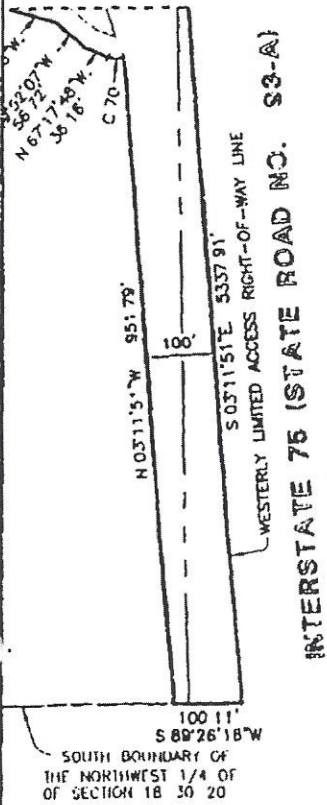
US 101 ELEV 72

(PROPOSED) EAGLE P.L.

5 RIGHT-OF-WAY: LINE
STATE ROAD NO. 22-41

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MATCH LINE



OR BK 09385 PG 1587

The North bound
Hillsborough Co

BEST IMAGE AVAILABLE

DESCRIPTION A parcel of 1
Range 20 East, Hillsborough

From the Northwest corner
1. N 89° 19' 12" E, 137.18 feet
on the Westerly Limited Access
Right-Of-Way Line, then along
said Westerly Limited Access
Right-Of-Way Line to a point on a curve, thence W
of 47° 19' 08" (chord bearing
N 49° 52' 07" W, 56.72 feet, 1
thence S 10° 51' 33" W, 30.00
feet of a curve to the right
to a point of tangency, thence
Northerly, 26.46 feet along
bearing N 07° 05' 56" E, 25.6
point of curvature, thence
angle of 76° 42' 04" (chord
N 60° 34' 46" W, 62.78 feet, 1
thence N 62° 22' 02" W, 49.3
feet, thence S 41° 20' 47" W,
having a radius of 30.00 feet,
thence N 34° 24' 39" W, 11.1
Southwesterly, 50.56 feet of
bearing S 53° 34' 52" W, 44.7
point of curvature, thence
angle of 53° 35' 06" (chord
N 23° 53' 29" E, 16.61 feet, 1
thence S 87° 22' 30" W, 34.40 feet,
thence S 88° 37' 50" W, 59.7
to a point on a curve, the
central angle of 25° 49' 42"

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1
2
3

BEST IMAGE AVAILABLE



~~OR BK 09385 PG 1508~~



SCALE: 1" = 200'

BASIS OF BEARINGS

of the Southwest 1/4 of Section 7, Township 30 South, Range 20 East, Florida, is assumed to have a bearing of N89°19'12" E, on an assumed datum

**PARKWAY CENTER
WILDLIFE PRESERVATION EASEMENT NO. 1**

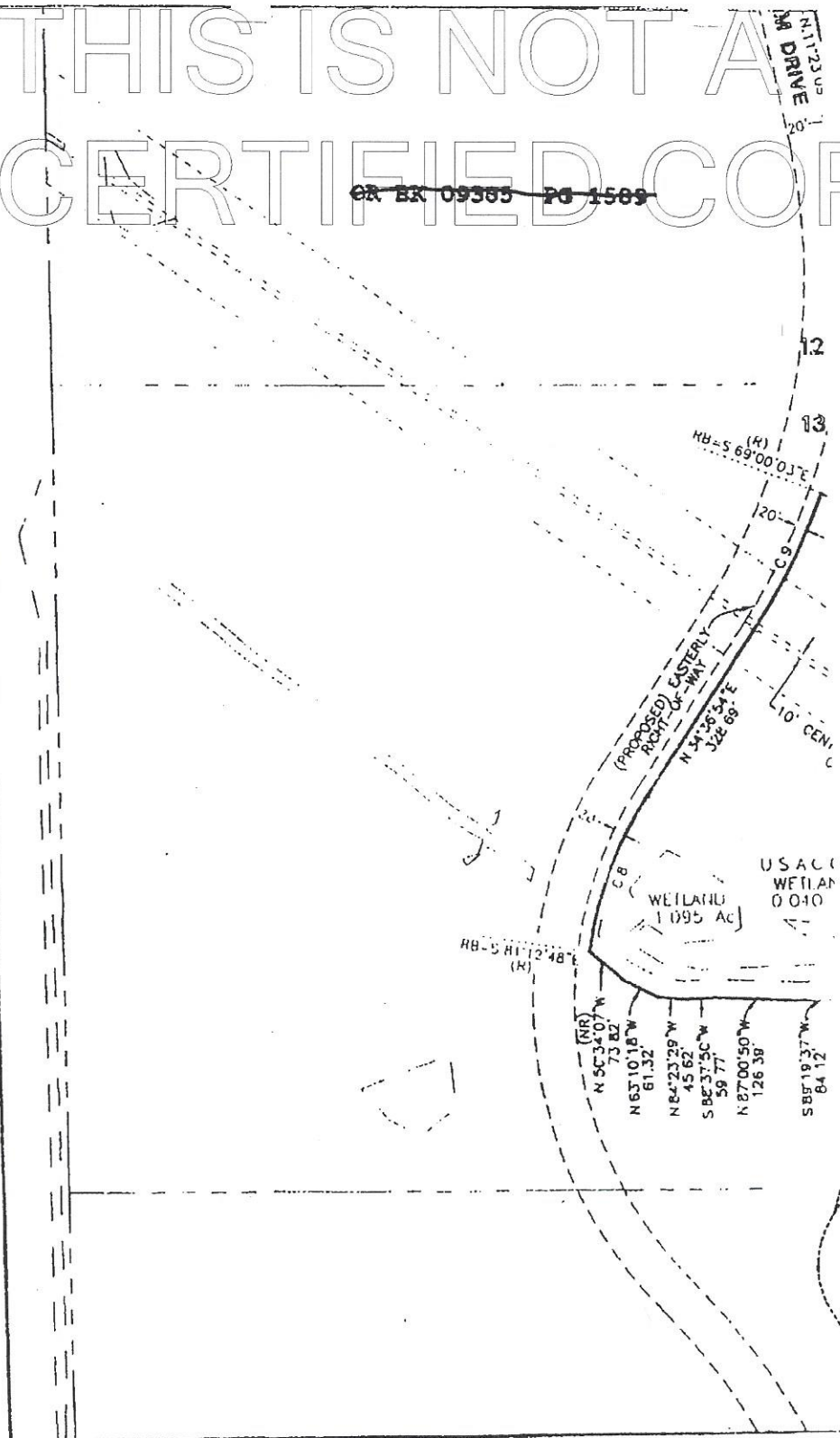
ing in Sections 12 and 13, Township 30 South, Range 19 East and Sections 7 and 18, Township 30 South, y, Florida, and being more particularly described as follows

Southwest 1/4 of said Section 7, run thence along the North boundary of said Southwest 1/4 of Section POINT OF BEGINNING, thence continue along said North boundary, N89°19'12"E, 943.13 feet to a point ght-Of-Way line of INTERSTATE HIGHWAY NO 75 (STATE ROAD NO 93-A), thence along said Westerly SO3°11'51"E, 5337.91 feet to a point on the South boundary of the Northwest 1/4 of the aforesaid th boundary, S89°26'18"W, 100.11 feet, thence along a line lying 100 feet West of and parallel with -Of-Way line of INTERSTATE HIGHWAY NO 75 (STATE ROAD NO 93-A), N03°11'51"W, 951.79 feet to a 24.78 feet along the arc of a curve to the right having a radius of 30.00 feet and a central angle 02°40'W, 24.08 feet) to a point of tangency, thence N67°17'48"W, 36.16 feet, thence N73°26'46"W, 72.26 feet, thence N10°57'33"E, 30.00 feet, thence N19°02'27"W, 50.00 feet, thence N79°02'27"W, 40.96 feet to a point of curvature, thence Northwesterly, 32.21 feet along the g a radius of 30.00 feet and a central angle of 61°30'45" (chord bearing N48°17'05"W, 30.68 feet) 117°31'43"W, 136.76 feet, thence N18°10'04"W, 112.33 feet to a point of curvature, thence to of a curve to the right having a radius of 30.00 feet and a central angle of 50°31'59" (chord 1 to a point of tangency, thence N32°21'55"E, 63.43 feet, thence N19°28'12"E, 61.40 feet to a asterly, 40.16 feet along the arc of a curve to the right having a radius of 30.00 feet and a central 1 N57°49'14"E, 37.23 feet) to a point of tangency, thence S83°49'45"E, 37.46 feet, thence N63°46'38"W, 141.30 feet, thence N67°59'22"W, 46.92 feet, thence N57°39'49"W, 36.63 feet, thence N65°02'02"W, 64.30 feet, thence N84°07'55"W, 36.01 feet, thence S89°00'00"W, 192.81 feet to a point of curvature, thence Westerly, 54.58 feet along the arc of a curve to the right d a central angle of 104°14'34" (chord bearing N86°31'56"W, 47.36 feet) to a point of tangency, 1 thence S88°39'56"W, 77.20 feet, thence S05°17'51"W, 43.16 feet to a point of curvature, thence is arc of a curve to the right having a radius of 30.00 feet and a central angle of 96°34'02" (chord 1 to a point of tangency, thence N78°08'06"W, 32.31 feet, thence S67°44'55"W, 31.80 feet to a y, 28.04 feet along the arc of a curve to the right having a radius of 30.00 feet and a central 1 N85°28'32"W, 27.03 feet) to a point of tangency, thence N58°41'59"W, 39.36 feet, thence N67°22'24"W, 30.16 feet, thence N46°56'51"W, 26.56 feet, thence N71°42'05"W, 8.82 feet, thence S87°23'37"W, 58.57 feet, thence S89°19'37"W, 84.12 feet, thence N87°00'50"W, 126.39 feet, thence N64°23'29"W, 45.62 feet, thence N63°10'18"W, 61.32 feet, thence N50°34'07"W, 73.82 feet urtherly, 279.49 feet along the arc of a curve to the right having a radius of 620.00 feet and a bearing N21°42'03"E, 277.13 feet) to a point of tangency, thence N34°36'54"E, 326.69 feet to a

02-21-98 4:54pm HEIDI & ASSOC VICKY C \DATA\ PARKWAY\ PWS\WILDS2.DWG

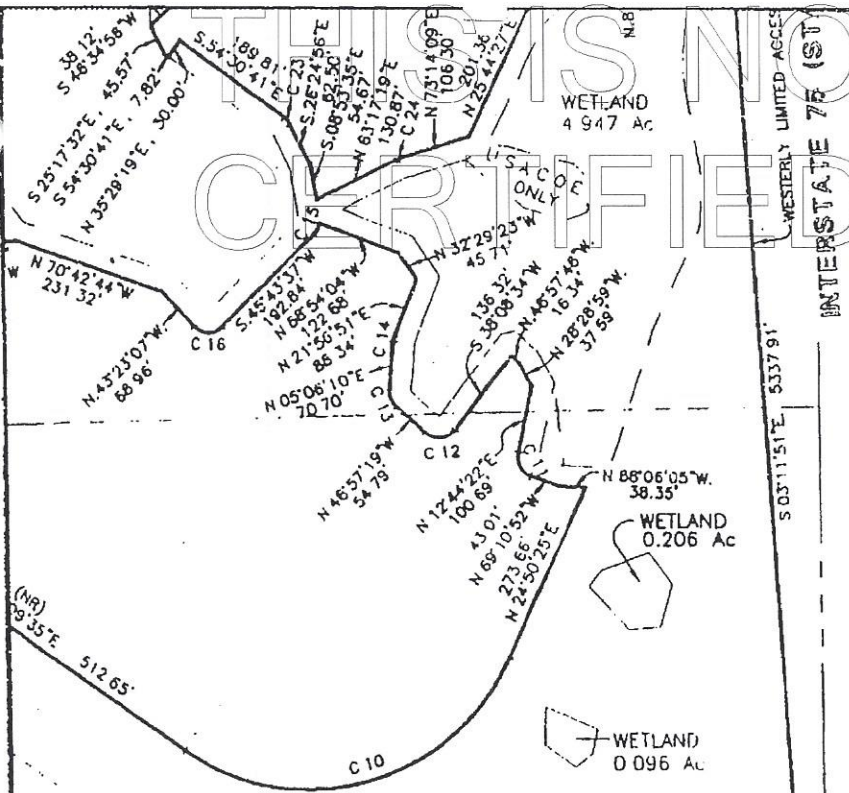
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EX EX 09365 PG 1589



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FOR BK 00295 PG 1590

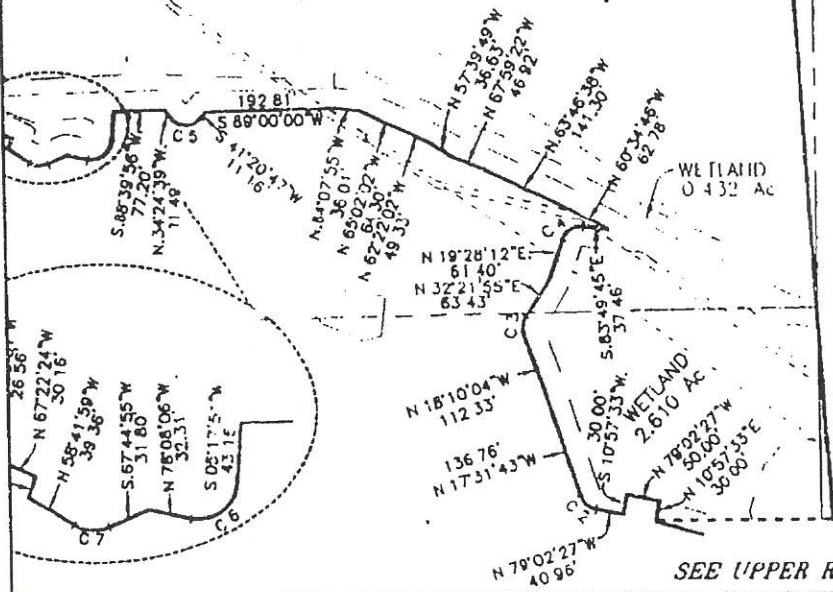


EASEMENT NO. 1

57,824 Ac GROSS
- 17,277 Ac WETLANDS
40,547 Ac UPLANDS

WETLAND 0.038 Ac

160' TAMPA ELECTRIC COMPANY EASEMENT
DEED BOOK 1795, PAGE 116
PIPELINE EASEMENT



SEE UPPER RIGHT

110
2
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OR BK 09305 PG 1591

point of curvature, thence
central angle of 13°36'57"
thence Easterly, 567.23 feet
(chord bearing N 74°50'25"
feet, thence N 69°10'52"W,
having a radius of 3000 feet
thence N 12°44'22"E, 100.6
feet to a point of curvature,
central angle of 94°54'07"
point of curvature, thence
angle of 52°03'29" (chord
curvature, thence Northerly,
16°50'41" (chord bearing N
45°41'11" (chord bearing N
45°41'11" (chord bearing N
right having a radius of 30
thence S 45°43'37"W, 192.1
radius of 3000 feet and a
N 43°23'07"W, 68.96 feet,
Northerly, 144.02 feet along
bearing N 07°28'28"W, 143.
N 03°50'12"E, 147.27 feet,
of curvature, thence South-
45°49'11" (chord bearing S
24°73'34" (chord bearing S
50°00'00" (chord bearing S
the right having a radius of
tangency, thence S 26°24'51"
curvature, thence Easterly,
09°56'50" (chord bearing N
201.36 feet, thence N 46°51'
feet along the arc of a cu
N 25°08'20"E, 19.17 feet)
N 86°48'09"E, 104.91 feet,
West of and parallel with li
N 05°11'51"W, 1746.56 feet
Southwest 1/4 of Section
S 39°50'22"E, 50.00 feet, t
Southerly, 60.13 feet along
bearing S 21°57'22"W, 50.5
18.78 feet along the arc of
N 82°41'29"W, 18.48 feet)
15.36 feet along the arc of
N 40°33'17"W, 24.61 feet)
feet along the arc of a cu
N 08°30'01"W, 8.16 feet) t

CURVE DATA TABLE

DELTA	ARC	TANGENT	CHORD	BEARING
61°30'45"	32.21	17.85	30.68	N 48°17'05"W
50°31'59"	26.46	14.16	25.61	N 07°05'56"E
76°42'04"	40.16	23.74	37.73	N 07°49'14"E
04°14'34"	54.58	38.57	47.36	N 86°31'56"W
96°34'02"	50.56	33.65	44.79	S 53°34'52"W
51°33'06"	28.04	15.14	27.03	N 35°28'32"W
25°49'42"	279.49	142.16	277.13	N 21°42'03"E
13°36'57"	250.71	125.95	250.12	N 27°48'26"E
00°00'00"	567.23	387.32	497.93	N 74°50'25"E
01°55'14"	42.09	26.04	39.33	N 26°13'15"W
94°51'07"	49.69	32.68	44.70	S 85°35'38"W
52°03'29"	27.26	14.65	26.53	N 20°55'34"W
16°50'41"	8.82	4.44	8.79	N 15°51'31"E
15°59'17"	18.84	9.74	18.54	S 27°43'58"W
90°53'16"	47.59	30.47	42.75	N 88°49'45"W
07°43'17"	144.02	72.12	143.91	N 07°28'28"W
45°49'11"	73.99	12.68	23.36	S 17°52'22"E
26°05'45"	14.71	7.51	14.56	S 40°27'49"E
09°56'50"	5.21	2.61	5.20	N 08°15'44"E
37°15'34"	19.51	10.11	19.17	N 25°08'20"E
14°50'03"	60.13	46.94	50.00	S 21°57'22"W
15°52'16"	18.78	9.71	18.48	N 82°41'29"W
48°26'08"	25.36	13.49	24.61	N 40°32'17"W
15°38'25"	8.19	4.12	8.16	N 08°30'01"W
47°19'06"	24.78	13.14	24.08	S 89°02'40"W

WI

No.	Date

SHEET 2

(PROPOSED) FAULKENBURG ROAD

~~OR BK 09286 PG 1593~~