

Prepared by and return to:

**H. Web Melton III, Esq.
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33602**

**Certificate of Amendment to the
Bylaws of Hunter's Green Community Association, Inc.
and
Article of Incorporation of Hunter's Green Community Association, Inc.**

WHEREAS, Notice of the Annual Meeting and Voting Representatives Meeting was mailed to all members and Voting Representatives on July 14, 2017; and

WHEREAS, said Notice included proposed Amended and Restated Articles of Incorporation of Hunter's Green Community Association, Inc. and proposed Amended and Restated Bylaws of Hunter's Green Community Association, Inc. for the Board of Directors and Voting Representatives to vote on at the August 29, 2017 Annual Meeting and Voting Representatives Meeting held at the Hunter's Green Country Club, 18101 Longwater Run Drive, Tampa, Florida 33647 at 6:30 P.M (the "Meeting"); and

WHEREAS, at the Meeting the Amended and Restated Articles of Incorporation of Hunter's Green Community Association, Inc. attached hereto as **Exhibit A** were approved as required pursuant to the original Articles of Incorporation of Hunter's Green, as amended; and


WHEREAS, at the Meeting the Amended and Restated Bylaws of Hunter's Green Community Association, Inc. attached hereto as **Exhibit B** were approved as required pursuant to the original Bylaws of Hunter's Green, as amended; and

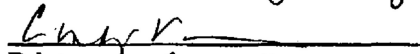
NOW THEREFORE, we, Michael Delman, President, and Adam DeLuca, Vice President, of Hunter's Green Community Association, Inc. do hereby certify and attest that at the duly called and noticed August 29, 2017 Annual Meeting and Voting Representatives Meeting, at which a quorum was present, the Amended and Restated Articles of Incorporation of Hunter's Green Community Association, Inc. attached hereto as **Exhibit A** were approved as required pursuant to the original Articles of Incorporation of Hunter's Green, as amended and the Amended and Restated Bylaws of Hunter's Green Community Association, Inc. attached hereto

Certificate of Recordation of the Amended and Restated Articles and Bylaws
Page 2 of 4

as Exhibit B were approved as required pursuant to the original Bylaws of Hunter's Green, as amended.

Signed, sealed and delivered in the presence of:


Print name: Tracy Lang

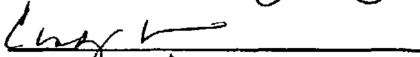

Print name: CINDY VITELLO

HUNTER'S GREEN COMMUNITY ASSOCIATION, INC.


By: 
Michael Delman, President

Signed, sealed and delivered in the presence of:


Print name: Tracy Lang


Print name: CINDY VITELLO

ATTEST:

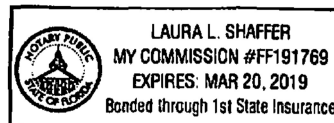
By: 
Adam DeLuca, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of October, 2017, by Michael Delman, President and Adam DeLuca, Vice President, of Hunter's Green Community Association, Inc., who are personally known to me, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 24th day of October, 2017.


NOTARY PUBLIC, State of Florida
My Commission Expires:



**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
HUNTER'S GREEN COMMUNITY ASSOCIATION, INC.**

THE UNDERSIGNED, In accordance with the provisions of Chapter 617 of the Florida Statutes, hereby; make, subscribe and acknowledge these Articles of Incorporation.

I.

The name of the corporation is HUNTER'S GREEN COMMUNITY ASSOCIATION, INC. whose principle office and mailing address is 9456 Highland Oak Drive, Tampa, FL 33647.

II.

The address of the registered office of the corporation shall be BUSH ROSS REGISTERED AGENT SERVICES, LLC c/o H. Web Melton III, Esq., 1801 N. Highland Ave, Tampa, Florida 33602.

III.

The purpose for which the corporation is organized as a non-profit corporation in accordance with the provisions of Chapter 617, Florida Statutes, is to operate a development of predominantly single-family residences known as Hunter's Green upon real property lying and being in Hillsborough County, Florida, and being more particularly described in the Declaration of Covenants, Conditions and Restrictions thereof.

IV.

The term for which the corporation is to exist is perpetual unless the corporation is dissolved pursuant to any applicable provision of the Florida Statutes. Any dissolution of the corporation shall comply with the Declaration of Covenants, Conditions and Restrictions thereof.

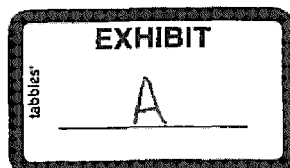
V.

The names of the original officers who served until the first election or appointment under the Articles of Incorporation and Bylaws were:

Thomas Brown, President
Markborough Florida, Inc.
201 E. Kennedy Boulevard
Suite 1522
Tampa, Florida 33602

Thomas Wm. McGrew, Vice President
Markborough Florida, Inc.
201 E. Kennedy Boulevard
Suite 1522
Tampa, Florida 33602

Joseph A. Murphy, Secretary / Treasurer
Markborough Florida, Inc.
201 E. Kennedy Boulevard
Suite 1522
Tampa, Florida 33602



VI.

The affairs of the corporation are to be managed by a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Bylaws of the corporation may provide for from time to time.

VII.

The corporation shall be governed by a Board of Directors consisting of seven (7) directors. Six (6) director seats shall be elected by the Voting Representatives and one (1) director shall be appointed by the Owner of the Membership Recreational Facilities. Each member of the Board shall serve for a term of two (2) years on a staggered basis, or until such time as his or her successor is chosen. In the event there are no nominations for a Board position then in lieu of an election or appointment, the Board shall appoint an eligible person(s) to fill the open position(s) on the Board and designate the term of office. Each Director must be a Member or a designee of a corporate owned Commercial Property, corporate owned Residential Unit, or corporate owned Residential Property. In order to qualify as a designee of a corporate owned Commercial Property, corporate owned Residential Unit, or corporate owned Residential Property, the designee must be an owner of the corporation, an employee of the corporation, on the board of directors of the corporation, or a managing member of the corporation.

VIII.

These Articles may be amended, altered, rescinded, or added to with approval from two-thirds (2/3) vote of the Board of Directors of this corporation and two-thirds (2/3) vote of the Voting Representatives present in person or by proxy at any duly convened meeting of the Voting Representatives; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to these Articles unless prior written notice of said meeting specifying the proposed change has been given to all directors and members at least fourteen (14) days prior to the meeting or said notice is appropriately waived by written waiver.

IX.

This corporation shall never have or issue shares of stock. No part of the earnings of the corporation shall inure to the private benefit of any member, officer or Director. Membership and voting representation in the corporation shall be as established in the Declaration of Hunter's Green.

X.

The corporation shall have all the powers set forth and described in Chapter 617, Florida Statutes, as presently existing or as may be amended from time to time, together with those powers conferred by the aforesaid Declaration of Covenants, Conditions and Restrictions of Hunter's Green, a Planned Unit Development in Hillsborough County, Florida, these Articles of Incorporation and all lawful Bylaws of the corporation.

XI.

The corporation shall indemnify any and all persons who may serve or who have served at any time as director or officers, and their respective heirs, administrators, successors and assigns against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced) actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they or any of them are made

parties, or a party, or which may be asserted against them or any of them, by reason of having been directors or officers or a director or officer of the corporation, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, Bylaw, agreement, vote of members or otherwise.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation on this 24th day of October, 2017.

HUNTER'S GREEN COMMUNITY ASSOCIATION, INC.
a Florida Not For Profit Corporation


By: 
Michael Delman, President

Attest:

BY: 
Adam DeLuca

CERTIFICATE DESIGNATING REGISTERED AGENT

Pursuant to the provisions of Chapter 617, Florida Statutes, HUNTER'S GREEN COMMUNITY ASSOCIATION, INC., organized as a not for profit corporation pursuant to the laws of the State of Florida, hereby designates BUSH ROSS REGISTERED AGENT SERVICES, LLC, as its Registered Agent for the purpose of accepting service of process within such State and designates 1801 N. Highland Ave, Tampa, Florida 33602 as its Registered Office.

By: 
Michael Delman, President

ACKNOWLEDGEMENT

BUSH ROSS REGISTERED AGENT SERVICES, LLC hereby accepts the appointment as Registered Agent of the above named corporation and agrees to act as such in accordance with the provisions of Chapter 617 of the Florida Statutes.

BUSH ROSS REGISTERED AGENT SERVICES, LLC

BY: 
H. Web Melton III, Vice President

**AMENDED AND RESTATED BYLAWS
OF HUNTER'S GREEN COMMUNITY ASSOCIATION, INC.
A NONPROFIT CORPORATION**

1. Preamble

These are the Bylaws of Hunter's Green Community Association, Inc. (hereinafter referred to as "Master Association" or "corporation"), a nonprofit Florida corporation. The Articles of Incorporation of the Master Association (hereinafter referred to as the "Articles") were filed in the office of the Secretary of the State of Florida on October 1, 1987. The Master Association has been organized for the purpose of the governance of the entire community of Hunter's Green in accordance with the Declaration of Covenants, Conditions and Restrictions of Hunter's Green (herein-after referred to as the "Declaration"). In the event of any inconsistency between these Bylaws and the Declaration, the Declaration shall control.

2. Offices

2.1 The principal office of the Master Association shall be within Hunter's Green in Tampa, Florida, or such other place in Florida as the Board of Directors of the Master Association ("the Board") shall determine.

2.2 For the purpose of service of process, the corporation shall designate a registered agent, which designation may be changed from time to time.

3. Definitions

The definitions contained in the Declaration of Hunter's Green are incorporated into these Bylaws and made a part hereof.

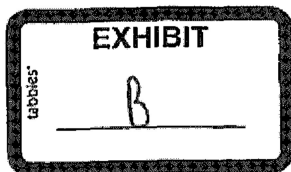
4. Membership

Membership and voting representation in the Master Association shall be as established in the Declaration.

5. Member/Voting Representative Meetings

5.1 All meetings shall be held at the office of the Master Association, or may be held at such place and time as shall be stated in a notice thereof.

5.2 Owners of Residential Property, Residential Units, Membership Recreational Facilities and Commercial Property, or any person or entity who is a Member pursuant to Article III of the Declaration, shall be Members of the Master Association. Voting Representatives shall be determined according to the provisions of Article III of the Declaration. The Master Association shall maintain a roster of names and mailing addresses of the Members of the Master Association and the Voting Representatives of the various Neighborhood Associations. The



roster shall be maintained from evidence furnished to the Master Association from time to time by the Neighborhood Associations.

5.3 An annual meeting of the Voting Representatives shall be held on the date and at a time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. The purpose of the meeting shall be for the Voting Representatives to elect by a majority vote, a Board, and to transact such other business as may properly be brought forth at the meeting.

5.4 Notice of annual or special meetings of Members and/or Voting Representatives shall be given to the Members and/or Voting Representatives fourteen (14) days prior to the meeting. Meetings where Special Assessments are to be considered shall be held in accordance with Article VII, Section 3 of the Declaration.

5.5 At least fourteen (14) days before every election of Directors, a complete list of the Voting Representatives entitled to vote at such election, shall be prepared by the Master Association Secretary. Such list shall be open at the office of the Master Association fourteen (14) days prior to the election for examination of any Member, and shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any Member who may be present.

5.6 Special meetings of the Voting Representatives, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President of the Master Association and shall be called by the President or Secretary at the request in writing of a majority of the Board, or at the request in writing of those persons holding one-third (1/3) of the total votes of the Master Association. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice.

5.7 Voting Representatives representing fifty percent plus one (50%+1) of the total number of votes of the Master Association, present in person or represented by valid proxy, shall be requisite and shall constitute a quorum at all meetings of the Voting Representatives for the transaction of business except as otherwise provided by statute or by the Articles. If, however, such quorum shall not be present, or represented at any meeting of the Voting Representatives, the Voting Representatives entitled to vote, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting. Adjourned meetings shall be at least three (3) days apart. At any such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called provided a quorum is present.

5.8 When a quorum is present at any meeting, a majority of the votes cast by the Voting Representatives present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the

Declaration or of the Articles or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

5.9 At any meeting of the Voting Representatives, every Voting Representative having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing signed by such Voting Representative. Limited proxies shall be voted as directed in the limited proxy. General proxies shall be voted as directed by the Board.

5.10 Whenever the vote of Voting Representatives at a meeting is required or permitted by any provisions of the Florida statutes or the Declaration or of the Articles or of these Bylaws to be taken in connection with any corporation action, the meeting and the vote of Voting Representatives may be dispensed with, if all the Voting Representatives who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such corporation action being taken.

5.11 At all Voting Representatives' meetings, the President of the Master Association, or in his absence, the Vice President, shall preside as chairman of the meeting or in the absence of both, the Voting Representatives shall elect a chairman.

6. Directors

6.1 The Board of Directors shall consist of seven (7) Directors. Six (6) director seats shall be elected by the Voting Representatives and one (1) director shall be appointed by the Owner of the Membership Recreational Facilities. Each member of the Board shall serve for a term of two (2) years on a staggered basis, or until such time as his or her successor is chosen. In the event there are no nominations for a Board position then in lieu of an election or appointment, the Board shall appoint an eligible person(s) to fill the open position(s) on the Board and designate the term of office. Each Director must be a Member or a designee of a corporate owned Commercial Property, corporate owned Residential Unit, or corporate owned Residential Property. In order to qualify as a designee of a corporate owned Commercial Property, corporate owned Residential Unit, or corporate owned Residential Property, the designee must be an owner of the corporation, an employee of the corporation, on the board of directors of the corporation, or a managing member of the corporation.

6.2 If the office of one or more Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, even if less than a quorum, shall choose a successor or successors, who shall hold the office of the unexpired term in respect to which such vacancy occurred.

6.3 Directors of the Board may be removed by an affirmative vote of the Members or Voting Representatives holding a majority of the votes.

6.4 The property and business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the Master Association and do all such lawful acts and things as are not by statute or by the Articles or by these Bylaws or by the foregoing Declaration directed or required to be exercised or done by the Members or Voting Representatives.

6.5 The compensation of all employees and agents of the corporation shall be determined by the Board.

7. Executive Committee

7.1 The Board may, by resolution passed by a majority of the whole Board, designate an executive committee or committees to consist of two or more of the Directors of the corporation, which, to the extent provided in said resolution, shall have and may exercise the powers of the Board in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it, provided the said resolution shall so provide.

7.2 The executive committee shall keep regular minutes of its proceedings and report the same of the Board when required.

8. Compensation of Directors, Officers and Agents

8.1 Directors shall not receive any salary for their services, provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor. The salaries for Directors for services other than as Directors shall be set by the Voting Representatives.

8.2 Officers, employees and Members of a committee of the Master Association may receive such compensation for services as determined by the Board.

9. Meetings of the Board

9.1 Any Member may attend any meeting of the Board.

9.2 Regular and Special meetings of the Board may be held at such time and place as shall be determined from time to time by the Board. Notice of such meetings shall be given at least forty-eight (48) hours in advance except as otherwise provided in these Bylaws, except in the case of an emergency. Notice of any and all meetings of the Board may be waived by appropriate written waiver. In the case of an emergency meeting, notice shall be as deemed appropriate by the President, given the emergency.

9.3 At all meetings of the Board a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles or by these Bylaws. If a quorum shall not be present at any meeting of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

9.4 All of the powers and duties of the Master Association existing under the Declaration, the Articles, and these Bylaws shall be exercised by the Board, its agents, contractors, or employees, subject only to approval by Members or Voting Representatives when that is specifically required.

10. Notices

Whenever, under the provisions of the Florida Statutes or the Articles or these Bylaws, notice is required to be given to any Voting Representative, Director or Member, such notice may be given by any one of the following ways: (a) regular U.S. mail directed to the address of the Voting Representative or Member as the same appears on the records of the Master Association; (b) publishing in a writing mailed to all Members a schedule of regularly scheduled meetings over a period not to exceed one year; (c) posting notice of a meeting in a conspicuous place at both manned entries to Hunter's Green; (d) electronic mail; (e) posting on the Hunter's Green website; or (f) any combination of the foregoing reasonable to provide notice of such meetings to Members. Any Member may waive notice of a meeting in writing or appearing at the meeting and registering his or her attendance, or may waive such notice after the meeting.

11. Officers

11.1 The officers of the corporation shall be elected by the Directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board may also elect additional Vice Presidents, and one or more Assistant Secretaries, and Assistant Treasurers. A person may hold more than one office, but no person can serve simultaneously as both President and Secretary or as President and Treasurer.

11.2 The Board, at its first meeting after each annual meeting of Voting Representatives, shall elect a President, and one or more Vice Presidents, a Secretary and Treasurer, none of whom, except the President, need be a Member of the Board.

11.3 The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

11.4 The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any

time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by Board Appointment.

12. The President

12.1 The President shall be the chief executive officer of the corporation. The President shall preside at all meetings of the Voting Representatives, Members and Directors, shall be ex-officio Member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

12.2 The President shall execute all documents and contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the corporation.

13. The Vice Presidents

The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board shall prescribe.

14. The Secretary, Treasurer and Assistants

14.1 The Secretary shall record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He or she shall give, or cause to be given, notice of all meetings of the Members and/or Voting Representatives and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or President. The Secretary shall keep in safe custody the seal of the corporation and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by the Secretary's signature or by the signature of the Treasurer or an Assistant Secretary.

14.2 Assistant Secretaries in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board shall prescribe.

14.3 The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts and receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board.

14.4 The Treasurer shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and

Directors, at the regular meeting of the Board, or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the corporation.

14.5 Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer and shall perform such other duties as the Board shall prescribe.

14.6 Any or all duties of the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer may be assigned to Master Association employees or management.

14.7 At the discretion of the officers, the Master Association may elect annually to be treated as a tax-exempt organization pursuant to the Internal Revenue Code.

14.8 Fidelity bonds shall be required by the Board for all persons controlling or disbursing Master Association funds. The amount of those bonds and the sureties shall be determined by the Directors, but in no event shall be less than \$10,000.00 for each such person. The premiums on the bonds shall be paid by the Master Association and shall be a common expense.

15. Checks

All checks or demands for money and notes of the corporation shall be signed by those officers, board of directors or members of the management designated by the Board of Directors.

16. Fiscal Year

The Board is authorized to elect such fiscal and budget years as in the best interests of the corporation. The Board shall have the power to require that all Neighborhood Associations adopt a fiscal and budget year consistent with that of the corporation.

17. Seal

The corporate seal shall have inscribed thereon the name of the corporation and the year of its organization. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced.

18. Transfer of Membership

Membership in the corporation shall be transferred as and only as an incident to the transfer of a Residential Unit, Residential Property or Commercial Property.

19. Budget

The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expenses and Restricted Common Expenses and to provide and maintain funds for the foregoing accounts according to good accounting practices. The budget shall be determined by the Board no later than sixty (60) days prior to the commencement of the fiscal year.

20. Assessments

20.1 The Board shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued ownership, operation and maintenance of the Common Properties including its operating expenses, the payment for any items of betterments and the establishment of appropriate reserve funds as the Board shall deem proper. That sum or sums shall include provisions for property taxes and assessments as to such taxes or assessments, if any, as may be assessed against any portion of the Properties owned or maintained by the Master Association, insurance premiums for fire, windstorm and extended coverage insurance on the Master Association's property and improvement thereof (and such personal property of the Master Association as are part of its Common Properties or Restricted Common Properties), which may include a deductible provision, premiums for adequate public liability insurance as specified in the Declaration, legal and accounting fees, management fees, operating expenses of the Properties and this corporation, maintenance repairs and replacements of the Properties and this corporation, charges for utilities and water used in common for the benefit of the Properties, cleaning and janitorial service of the Common Properties, Restricted Common Properties or easements, any expenses and liabilities incurred by the corporation in connection with the indemnification of officers and Directors provided for herein and in and about the enforcement of its rights or duties against the Members or others, and the creation of reasonable contingency or reserve requirements for the protection of the Members.

20.2 Assessments shall be paid by the owners of Residential Units, Residential Properties, Membership Recreational Facilities and Commercial Property as provided in Article VII of the Declaration. Assessments shall be due annually in advance, on the 31st day of January of each year or as specified by the Master Association Board.

20.3 Assessments shall be classified as annual assessments, special assessments, individual assessments or other assessments. Upon proper notice, annual assessments shall be determined in the same manner as other business coming before the Board. Special assessments shall be determined in the manner set forth in Article VII, Section 3 of the Declaration and shall be chargeable to all Neighborhood Associations or Members in the same proportions as annual assessments. The total assessment exclusive of individual assessments attributable to Common Property and Restricted Common Property shall be apportioned in the manner set forth in Article VII, Section 8 of the Declaration.

20.4 It is understood between the Members and the Master Association that an assessment fixed hereunder is based upon the projection and estimate of the Board and may be in excess of or less than the sums required to meet the cash requirements of the Properties, in which event the Board by appropriate action at a meeting may increase or diminish the amount of said assessment and make such adjustments respecting the reserves as in their discretion is proper, including the assessment of each Member of his proportionate share of any deficiency or the distribution to each Member of his proportionate share of any excess of sums paid beyond the requirements of the Properties or its reasonable reserves as fixed by the Board.

20.5 Any excess assessments received by the Master Association in any year shall be retained by the Master Association and by majority vote of the whole Board, placed in Working Capital, General Reserves or applied to reduce or maintain the current assessment rate for the next fiscal year, or any combination thereof.

21. Default Under Assessments

21.1 In addition to the remedies of the Master Association set forth in Article VII, Section 9 of the Declaration, if the Master Association elects to enforce its lien by foreclosure, the Member shall be required to pay a reasonable rental for the Residential Unit or Residential Property, to be fixed by the Board, and the Master Association shall be entitled to the appointment of a receiver to collect the same. At any judicial sale held in the proceedings to enforce said lien, the corporation may bid on the Lot and acquire and hold, lease, mortgage and convey the same, as the Board may determine.

21.2 Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments against the Member without waiving any lien securing the same.

22. Books and Records

The Master Association shall maintain accounting records according to good accounting practices and said records shall be open to inspection by Members at reasonable times. Such records may include:

- (a) The record of all receipts and expenditures.
- (b) An account for each Residential Unit, Residential Property, Membership Recreational Facilities or Commercial Property which shall designate the name and address of the responsible person, the amount of each assessment and the dates and amounts in which the assessment comes due.
- (c) A register for the names of any mortgage holders or lien holders on Residential Units who have requested in writing that they be registered and to whom the Master Association will give notice of default in case of nonpayment of assessments. No responsibility by the corporation is assumed with respect to said register except that it will give notice of default to any registered mortgagee or lienor therein, if so requested by said mortgagee or lienor.

23. Authority of Member

No Member, except as an officer of this corporation, shall have any authority to act for the corporation or bind it.

24. Amendments of Bylaws

These Bylaws may be amended, altered, rescinded, or added to with approval from two-thirds (2/3) vote of the Board of Directors of this corporation and two-thirds (2/3) vote of the Voting Representatives present in person or by proxy at any duly convened meeting of the Voting Representatives; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to these Bylaws unless prior written notice of said meeting specifying the proposed change has been given to all directors and Members at least fourteen (14) days prior to the meeting or said notice is appropriately waived by written waiver.

25. Construction

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean masculine or feminine, singular or plural, wherever the context so requires, and shall include and apply to a corporation.

26. Validity of Bylaws

If any Bylaw or part thereof shall be adjudged invalid, the same shall not affect the validity of any other Bylaw or part thereof.

27. Rules and Regulations

The Board may from time to time adopt rules and regulations for the operation of the Properties and all Members shall abide thereby; provided, however, that said rules and regulations shall be equally applicable to all Members similarly situated and uniform in their application and effect.

28. Indemnification

Every Director and every officer of the Master Association shall be indemnified by the Master Association against any and all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of him or her being or having been a Director or officer of the Master Association, whether or not he or she is a Director or officer at the time such expenses are incurred except when a Director or officer is guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of the settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Master Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled, and such Director or officer shall be entitled to any indemnification authorized by any provision of the laws of the


State of Florida for corporations generally and for nonprofit corporations. The corporation shall further obtain officers and Directors indemnification insurance.

29. Management Agreement


The Board may enter into a Management Agreement for the operation, maintenance and management of the affairs of the Master Association and/or may hire and employ an Association Manager to manage the Master Association's administration, employees and associated benefits, finances, accounting, insurance, contracts and common areas. The Board shall have the right to terminate the Association Manager pursuant to any Employment Agreement as directed by the Board or by the affirmative vote of the majority of all Board members.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated By-Laws of Hunter's Green Community Association Inc. on this 24th day of October, 2017.

HUNTER'S GREEN COMMUNITY ASSOCIATION, INC.
a Florida Not For Profit Corporation

By: 
Michael Delman, President

Attest:

BY: 
Adam DeLuca