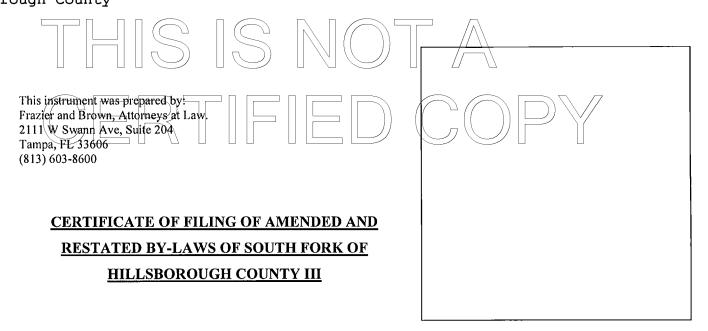
INSTRUMENT#: 2016474184, BK: 24570 PG: 473 PGS: 473 - 487 12/05/2016 at 01:06:48 PM, DEPUTY CLERK:MPEDRERO Pat Frank, Clerk of the Circuit Court Hillsborough County



THIS AMENDMENT is made by South Fork of Hillsborough County III Homeowners Association, Inc., a Florida not for profit Corporation (the "Association").

The Association adopted the By-laws of the Association on the 6th day of February 2006, pursuant to Article XI of the Articles of Incorporation.

#### RECITALS

WHEREAS, Article XII of the By-laws permits the members of the Association to amend the By-laws based on the affirmative vote of a majority of the Board of Directors present, in person or by proxy, and entitled to vote at a regular or special meeting of the Board.

WHEREAS, at a special meeting of the members held on the 28th day of November, 2016, the Amended & Restated By-Laws were approved pursuant to Article XII of the By-laws.

**NOW, THEREFORE**, the Association hereby declares that every portion of South Fork of Hillsborough County III Homeowners Association, Inc. is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

- I. The By-laws for South Fork of Hillsborough County III Homeowners Association, Inc. are hereby amended and restated.
- II. These By-Laws may be amended or repealed and new By-Laws adopted by the Directors so long as Declarant has the authority to appoint the Directors and thereafter by a majority vote of the Board of Directors present, in person or by proxy, and entitled to vote at a regular or special meeting of the Board.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this First Amendment to be executed by its duly authorized officers and affixed its corporate seal as of this \( \begin{align\*} \lambda \text{day of December}, 2016. \end{align\*} \)

SOUTH FORK OF HILLSBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC.

Frank Hile, President

Witness #1 Signature

Witness #1 Print Name

Witness #2 Signature

Laurie Sitel

Witness #2 Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of <u>December</u>, 2016, by Frank Hile, President of South Fork of Hillsborough County III Homeowners Association, Inc., a Florida not for profit Corporation, who is <u>personally known to me</u> or who has produced as identification.

ANGELA BROOKS
MY COMMISSION # GG 025637
EXPIRES: September 18, 2020
Bonded Thru Notary Public Underwriters

Notary Public

Print Name

My Commission Expires: 9/18/20

(Notary Seal)

# THIS IS NOTA CERTARED AND RESTATED BYLAWS OF

### SOUTH FORK OF HILLSBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT is made by South Fork of Hillsborough County III Homeowners Association, Inc.

#### ARTICLE I

#### **IDENTITY AND LOCATION**

These are the By-Laws of SOUTH FORK OF HILLSBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC., herein called the Association, a not for profit corporation organized and existing under Chapters 617 and 720, Florida Statutes, for the purpose of administering the Property, as defined in and in accordance with the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for SOUTH FORK OF HILLSBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC. (the "Declaration"). The principal office of the Association shall be located at 2502 North Rocky Point Drive, #1050, Tampa, FL 33607, but meetings of the Board of Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

#### ARTICLE II

#### **GENERAL**

Section 1. <u>Incorporation of Declaration</u>. As supplemented herein, the regulation of the business and affairs of the Association shall be governed by certain provisions of the Declaration, as amended from time to time, which are incorporated herein by reference as if set forth verbatim.

Section 2. <u>Definitions</u>. The definitions set out in the Declaration are incorporated herein by reference. In addition to the incorporated definitions, the following terms are defined:

"Assessment" or "assessment" means Annual, Special, Individual, Utility, Start-Up, Initial, and Capital Contributions.

"Individual Assessment" means abatements, lot levied non-compliance, schedule, mortgage foreclosure defense, bankruptcy fees, violations, and attorney fees to get compliance.

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#### **ASSOCIATION PURPOSES AND POWERS**

Section 1. <u>Association's Purposes</u>. The Association has been organized for the purposes set forth in the Declaration and Articles, including, without limitation, the following:

- (a) to own, operate, maintain and convey the Common Property and to operate and maintain Areas of Common Responsibility, including without limitation the Master Surface Water Management System, and any personal property owned by the Association;
- (b) to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Common Property and the Areas of Common Responsibility;
- (c) to fix assessments to be levied against the Lots in the Property;
- (d) to enforce any and all covenants and agreements contained in the Declaration; and
- (e) to pay taxes and insurance, if any, on the Common Property or Areas of Common Responsibility.

Section 2. Records of the Association. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility;
- (b) A copy of these By-Laws and of each amendment thereto;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration and each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors;
- (g) All of the Association's insurance policies or copies thereof;

- (h) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; and
  - (i) The financial and accounting records of the Association, kept according to good accounting practices, which financial and accounting records shall be maintained for a period of at least seven (7) years. The financial and accounting records shall include: (1) accurate, itemized, and detailed records of all receipts and expenditures, (2) a current account and a periodic statement of Assessments or other charges, the due date and amount of each Assessment or other charge, the date and amount of each payment on the account, and the balance due, (3) all tax returns, financial statements, and financial reports of the Association, and (4) any other records that identify, measure, record, or communicate financial information.

Section 3. <u>Inspection of Records</u>. The official records of the Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of written request for access. This Section may be complied with by having a copy of the records available for inspection or copying in the Development.

#### ARTICLE IV

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Association shall be held within ninety (90) days after all Dwellings and other improvements to be constructed by the Declarant, or builders and developers within the Development, on the Property and any additions thereto have been completed and conveyed to Members other than the Declarant, builders or developers, or other third parties, as applicable, or at such earlier date as Declarant may establish in a written notice to the membership. Each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter or any other date as set by Board majority vote. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Business transacted at the Annual Meeting shall include the election of directors of the Association.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the president or by the Board of Directors, and shall be called upon written request of Members entitled to vote one-half (1/2) of all votes in the Association.

Section 3. <u>Notice of Meeting</u>. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify

the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature thereof.

Section 4. Quorum. A quorum shall be determined pursuant to Section 720 of the Florida Statutes (2016), except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

Section 5. <u>Proxies</u>. At all meetings of Members, except as otherwise provided in the governing documents, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of title to that Member's Lot.

#### ARTICLE V

#### **BOARD OF DIRECTORS**

Section 1. Board of Directors; Selection; Terms of Office. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of at least three (3) Directors who shall be selected by the Declarant. Thereafter, the number of Directors on the Board shall be determined by the members of the Board or by amendment to these Bylaws of the Association; provided that there shall always be an odd number of directorships created, between three (3) and nine (9) members. Board terms shall be staggered five (5) year terms, with one director elected at each annual election, Directors shall serve until replaced. In the event of a holdover Director, a Special Meeting may be called by the members, in which case the governing document's election procedures will be triggered. Even in the case of a holdover Director, each seat shall maintain its 5 year term; the staggered scheme shall always remain intact. The Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association pursuant to Article VII of the Articles of Incorporation until the earliest of the events specified in Article III, Section 3(c) of the Declaration. At such time, the members of the Board shall be determined as set forth in Article VI herein. Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development.

Section 2. <u>Vacancies in the Board of Directors</u>. Vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, or by a sole remaining Director, and any such appointed Director shall serve for the remaining term of his predecessor.

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#### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. At such time as the Declarant is no longer entitled to elect all of the Directors pursuant to Article V above (and with the exception of the one (1) Director Declarant is entitled to elect as set forth in Article V, Section 1 above), nomination for election to the Board of Directors shall be made by a 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 at least sixty (60) days prior to each annual meeting of the Members. 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, it need not nominate every person who expresses an intent to run for the board. Such nominations may be made from among Members or non-members, subject to Article VII of the Articles of Incorporation.

Section 2. <u>Election</u>, Election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted and votes must made be in person at a Members' meeting or by ballots the Members personally cast; proxies and electronic voting shall not be used for the purpose of electing directors.

#### ARTICLE VII

#### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Board of Directors' Powers. The Board of Directors shall have power:

- (a) to call special meetings of the Board;
- (b) subject to Article IX herein, to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Officer or Director of the Association in any capacity whatsoever;
- (c) to establish, levy and assess, and collect assessments or charges in accordance with the Declaration;
- (d) to adopt and publish rules and regulations governing the use of the Common Property and Areas of Common Responsibility;

- (e) to exercise for the Association all powers, duties and authority vested in or delegated to the Association;
  - (f) to fill vacancies on the Board of Directors pursuant to Article V, Section 2 above;
  - (g) to appoint an Executive Committee of three (3) Directors and delegate all or any portion of the powers of the Board of Directors to this Executive Committee, subject to the limitations on the authority of the Executive Committee imposed by law;
  - (h) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
  - (i) to take such other action as provided in the Declaration.

#### Section 2. Board of Directors' Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by at least one-forth (1/4) of the Class "A" Members who are entitled to vote;
- (b) supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed as more fully provided in the Declaration, to:
  - (1) Fix the amount of the annual assessment against each Lot;
  - (2) Send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and
  - (3) foreclose the lien against any Lot for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay same.
- (c) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment as against third parties relying thereon;
- (d) procure and maintain adequate liability, hazard and other insurance on any Common Property or Areas of Common Responsibility;

(e) cause all officers or employees having fiscal responsibilities to be bonded, if the Board deems appropriate;

- (f) cause the Common Property, Areas of Common Responsibility, and the Master Surface Water Management System for the Property to be maintained.
- (g) the annual budget in accordance with the Declaration; and
- (h) prepare a roster of the Owners and Lots and the assessments applicable thereto, which roster shall be kept in the office of the Association.

Section 3. <u>Resignation</u>. A Director of the Association may resign at any time by giving a written notice to the Board of Directors of the Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. <u>Removal</u>. For the period set forth in Article V, Section 1 above, any Director may be removed, with or without cause, by the Declarant. Thereafter, except as otherwise provided in the Declaration, any Director may be removed, with or without cause, by a two-thirds (2/3) vote of the members of the Board.

Section 5. <u>Directors' Fees.</u> There shall be no Directors fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

#### ARTICLE VIII

#### **DIRECTORS' MEETINGS**

- Section 1. <u>Directors' Annual Meeting</u>. The annual meeting of the Board of Directors shall be held at the discretion of the Board of Directors with ample notice given to each member.
- Section 2. <u>Notice</u>. Not less than ten (10) days written notice of such annual meeting shall be given to each Director.

Section 3. <u>Regular Meetings</u>. Regular meetings of the Board of Directors shall be held at such time and at such place and hour as may be fixed from time to time by a majority of the Board or the President. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Meetings of the Board of Directors must be held within 90 miles of the Property.

Section 4. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days notice to each Director.

Section 5. Waiver of Notice. A Director may waive notice of a meeting of the Directors before or after the date and time stated in the notice. Except as otherwise provided in this Section 5, the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or corporate records. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, except where the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting. If a meeting otherwise valid of the Board of Directors is held without notice where such is required, any action taken at such meeting shall be deemed ratified by a Director who did not attend, unless after learning of the action taken and of the impropriety of the meeting, he makes prompt objection thereto. Objection by a Director shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

Section 6. <u>Action Upon Written Consent Without a Meeting</u>. Action of the Board of Directors may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board of Directors.

Section 7. <u>Board Quorum and Voting</u>. The majority of the Board of Directors shall constitute a quorum thereof. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall regarded as the act of the Board. Directors may vote by proxy but not by secret ballot at board meetings, except that secret ballots may be used in the election of officers. A vacant seat of the Director shall not count for the purposes of obtaining a quorum or obtaining a majority vote.

#### ARTICLE IX

#### **OFFICERS**

Section 1. <u>Association Officers</u>. The officers shall be a President, a Secretary and a Treasurer. The Corporation may, but shall not be required to, have one or more vice presidents, assistant secretaries and/or assistant treasurers. The officers may be, but shall not be required to be, members of the Board of Directors.

Section 2. <u>Election of Officers</u>. The Declarant shall have the sole right to appoint and remove any officer of the Association for the period of time during which the Declarant may appoint and remove Directors as set forth in Article V, Section 1 above. Thereafter, all officers shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor

elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. <u>Special Appointment</u>. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. When a final decision regarding an expenditure of Association funds is to be made by such special appointment, no vote may be made by proxy or secret ballot.

Section 5. Multiple Offices. The holding of multiple offices shall be permitted.

Section 6. Duties. The duties of the officers are as follows:

- (a) President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and of the Board of Directors. Except where otherwise provided by law or these Bylaws, the president shall have the general powers and duties of supervision and management of the Association, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall co-sign all promissory notes, and shall perform all such other duties as are incidental to his or her office or as are required by the Board.
- (b) <u>Vice President</u>. The vice president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board or the president.
- (c) <u>Secretary</u>. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.
- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; cause an annual review of the financials of the Association pursuant to the Florida Statutes to be made by a public accountant at the completion of each fiscal year; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to any Member, upon request.

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#### LIABILITY AND INDEMNIFICATION

Section 1. <u>Liability of Board Members</u>. No Board member or officer of the Association shall be liable to any Owner for any decision, action or omission made or performed by such Board member or officer in the course of his duties unless such Board member or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these Bylaws.

Section 2. <u>Indemnification</u>. To the fullest extent allowed by Section 617.0831, Florida Statutes, as same may be amended, and subject to any limitations set forth in the Declaration or Articles, the Association shall indemnify the Directors, officers, employees, agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification.

#### ARTICLE XI

#### INSURANCE

The Board of Directors or its duly authorized agent shall obtain hazard insurance for improvements to the Common Property and Areas of Common Responsibility and a broad form public liability policy covering all Common Property and Areas of Common Responsibility and all damage or injury caused by negligence of the Association or any of its agents as more fully described in the Declaration.

#### ARTICLE XII

#### **AMENDMENTS**

These By-Laws may be amended or repealed and new By-Laws adopted by the Directors so long as Declarant has the authority to appoint the Directors and thereafter by a majority vote of the Board of Directors present, in person or by proxy, and entitled to vote at a regular or special meeting of the Board.

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#### **COMMITTEES**

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE XIV

#### **ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments, including but not limited to, Annual, Special and Individual assessments, which are secured by a lien upon the property against which the assessment is made, regardless of whether a lien is filed of record. The continuing lien, and the actual lien when filed, shall relate back to the date of the filing of the original Declaration. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid when due, the assessment shall bear interest at the rate of eighteen percent per annum (18%) beginning from the first day of delinquency, a \$25 administrative fee may be charged to the account on the first day of each month beginning with the first month of delinquency (regardless of the frequency of installments), and the Association may bring an action at law against the property, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowed by law. The Association may also charge administrative charges for late notices and courtesy notices. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Individual Assessments and Other Assessments (hereinafter "Individual Assessments") may also be charged against a member and member's account for any failure to comply with the governing documents, for any work the Association performs for abatement issues, or for any other expenses incurred by the Association in enforcing its governing documents. Not only may the cost of the abatement of any violation of the governing documents become an Individual Assessment against the lot, but the Board may determine any additional amounts that may be added to the cost of an abatement in order to discourage owners from choosing to use the Association for work that should otherwise be performed by the owner. The Association may abate anything that the owner is responsible for and fails to undertake, with or without notice. Attorneys' fees may become Individual Assessments and will also be added to accounts. This includes but is not limited to situations where an owner causes the Association to enter mortgage foreclosure proceedings or bankruptcy proceedings, or for any involvement with compliance, maintenance, or violation issues, or for any owner notices, collection work, or forced legal corporate action. Fees and Assessments may be added to the ledger when incurred. The Board may set Individual Assessments at any amount that the Board may so determine from time to time,

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#### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "SOUTH FORK OF HILLSBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC.", a Florida not for profit corporation," and the year of incorporation in the center of that circle.

#### ARTICLE XVI

#### **GENERAL**

Section 1. <u>Conflicts</u>. It is intended that the provisions of the Declaration which apply to the governance of the Association, as supplemented by the provisions in these By-Laws which are not contained in the Declaration, shall operate as the By-Laws of the Association. In the case of any conflict between such provisions set forth in the Declaration and these By-Laws, the Declaration shall control.

Section 2. <u>Waiver</u>. No provision of these By-Laws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. <u>Severability</u>. The provisions of these By-Laws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 4. <u>Captions</u>. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision.

Section 5. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

Section 6. <u>Roberts Rules</u>. All meetings of the membership of the Board of Directors shall be conducted in accordance with Roberts Rules of Orders Revised.

Section 7. <u>Fiscal Year</u>. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

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IN WITNESS WHERBOY, SOUTH FORK OF HILLSBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC., has adopted these Bylaws as the Amended and Restated Bylaws of the Association this <u>29</u> day of <u>Abota 3</u>2016.

SOUTH FORK OF HIRLESBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC

By Crank President

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, the foregoing instrument was acknowledged before me on \(\frac{1}{2}\to \frac{1}{2}\to \frac{1}\to \frac{1}{2}\to \frac{1}\to \frac{1}{2}\to \frac{1}{2}\to \frac{1}{2}\to \frac{1}\to \f



By: Notary Public, State of Florida at Large