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This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
McKinnon & Hamilton, PLLC
3055 Cardinal Drive, Suite 302
Vero Beach, FL 32963
Courthouse Box #79

**CERTIFICATE OF AMENDMENTS
TO
THE BYLAWS OF STONEY BROOK
FARM PROPERTY OWNERS'
ASSOCIATION, INC.**

THE UNDERSIGNED, being the President and Secretary of **Stoney Brook Farm Property Owners' Association, Inc.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of the Board of Directors of the corporation, held on the 15th day of October, 2019, in accordance with the requirements of Florida law, and of the Bylaws of Stoney Brook Farm Property Owners' Association, Inc., recorded in Official Record Book 1906, Page 1424, Public Records of Indian River County, Florida, the Board of Directors unanimously voted to amend the Bylaws as hereinafter set out.

NOW THEREFORE, in consideration of the foregoing, the Bylaws shall be amended as follows:

I. Paragraph 2.3 of the Bylaws shall be amended to read as follows:

2.3 Notice to all members of meetings, annual or special, shall be given by the President, Vice President, Secretary or other officer of the Association in the absence of the aforesaid officers, to such members, unless waived in writing. The notice shall be written or printed and state the time and place and identify the agenda items for which the meeting is called. The notice shall be mailed to each member not less than fourteen (14) days or more than thirty (30) days prior to the date set for such meeting, and be posted in a conspicuous place on the Association property at least fourteen (14) continuous days preceding the annual meeting. The Board of Directors shall designate a specific location on the Association property upon which all notices of lot owner meetings shall be posted. If a lot is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to the one address which the developer initially identified for that purpose and thereafter, as one or more of the owners of the lot shall so advise the Association in writing, or if no address is given, or the owners of the lot do not agree, to the address provided on the deed of record. Notice shall be deemed to be properly given when deposited in the United States mail. An officer of the Association, or the manager or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that the notice was mailed or hand delivered, in accordance with this provision, to each lot owner at the address last furnished to the Association. Notwithstanding any of the above, if the Association receives a member's consent in writing to receive notice by electronic transmission the Association may notify such members of annual and special meetings of the members electronically.

II. Paragraph 2.4 of the Bylaws shall be amended to read as follows:

2.4 A quorum at members' meetings shall consist of persons entitled to cast thirty percent (30%) of the votes of the entire membership either attending in person or by proxy, but in no case will there be more than one vote per lot.

III. Paragraph 3.2 of the Bylaws shall be amended to read as follows:

3.2 Election of directors will be conducted in the following manner:

A. Election of directors will be held at the annual members' meetings.

B. The Association's Board of Directors shall be elected by a written ballot, voting machine or electronically as follows:

1. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each lot owner entitled to vote a first notice of date of election which shall include notification that any lot owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election, and that they may include an information sheet, no larger than 8 1/2" x 11", furnished by the candidate, to be included with the mailing of the ballot.

2. Not less than fourteen (14) days before the election meeting, the Association shall mail and deliver a second notice of the meeting to all lot owners entitled to vote together with a ballot and any information sheets received from candidates.

3. Elections shall be decided by a plurality of written ballots cast regardless of quorum; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors.

4. Notwithstanding the provisions of this paragraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors.

5. If two or more candidates for the same position receive the same number of votes which would result in one or more candidates not serving or serving a lesser term, the Association shall conduct a run off election in accordance with the following procedures:

a. The only candidates eligible for the run off election to the Board of Directors positions are the candidates who received the tie votes at the previous election.

b. The notice of the run off election shall be mailed, personally delivered or sent electronically to the voters, by the Board of Directors within seven (7) days of the date of the election at which the tie vote occurred. The notice shall inform the voters of the date, time and place of the run off election and shall include a ballot and copies of any candidate's information sheets previously submitted by the run off candidates. The run off election must be held not more than thirty (30) days after the date of the election at which the tie occurred.

C. Except as to vacancies resulting from removal of directors by members, vacancies on the Board of Directors occurring between annual meetings of members will be filled by a majority vote of the remaining directors.

D. Any director elected by the members may be removed with or without cause by a vote or agreement in writing of a majority of all lot owners at a special meeting of the members called for that purpose. The vacancy on the Board of Directors so created will be filled by the members of the Association.

IV. Paragraph 3.3 of the Bylaws shall be amended to read as follows:

3.3 The term of each Director's service shall be two (2) years and shall extend

until the next annual meeting of the members or until their successor is duly elected and qualified, or until they are removed. In order to stagger the terms of the Board Members, at the first election after this Amendment to the Bylaws is recorded, the two (2) Board Members receiving the highest number of votes shall serve for a term of two (2) years and the remaining Board Members shall serve a term of one (1) year.

V. Paragraph 5.1 of the Bylaws shall be amended to read as follows:

5.1 The executive officers of the Association will be a President, who will be a director, a Vice President, a Secretary, and a Treasurer, all of whom will be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting, with or without cause. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors from time to time will elect such other officers and designate their powers and duties as the Board of Directors shall determine is necessary or required to manage the affairs of the Association.

VI. Paragraph 6.4 of the Bylaws shall be amended to read as follows:

6.4 Assessments. Assessments against the lot owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in monthly installments on the first day of each month for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal installments on the first day of each month remaining in the year for which an assessment is due.

VII. Paragraph 8.2 of the Bylaws shall be amended to read as follows:

8.2 A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by ten percent (10%) of the members of the Association. Except as otherwise provided in these Bylaws or Florida law, these Bylaws may be amended by the affirmative vote of not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the votes of the entire membership of the Association.

VIII. Paragraph 9 of the Bylaws shall be amended to read as follows:

9. ENFORCEMENT OF BYLAWS, RULES AND REGULATIONS

The Board of Directors may impose fines up to ten thousand dollars (\$10,000.00), for violations of the Declaration of Covenants and Restrictions, these Bylaws or lawfully adopted Rules and Regulations, by owners, their guests or tenants. Before levying a fine pursuant to this paragraph, the Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than fourteen (14) days. This notice shall include: (a) a statement of the date, time and place of the hearing; (b) a statement of the provisions of the Declaration of Covenants and Restrictions, these Bylaws and the lawfully adopted Rules and Regulations which have allegedly been violated; and (c) a short and plain statement of matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. Upon the levy of any fine, the Board may collect such fines like assessments in one or more installments. Each day of violation shall be a separate violation. The affected lot owner, whether the offending party or not, shall always be given notice of the hearing.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendment to the Bylaws, this 29th day of October, 2019.

STONEY BROOK FARM PROPERTY OWNERS' ASSOCIATION, INC.

By: Walter T. Jenkins
President

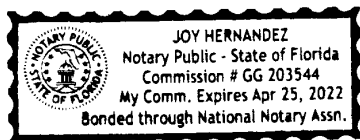
ATTEST:
By: Grady Welch
Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Walter T. Jenkins and Grady Welch, the President and Secretary of Stoney Brook Farm Property Owners' Association, Inc., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 29th day of October, 2019.



Joy Hernandez
Name: Joy Hernandez
Notary Public, State of Florida
(Affix Seal)