

Prepared by and return to:
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FIRST AMENDMENT TO THE
BYLAWS OF
WINDRIDGE HOMEOWNERS ASSOCIATION, INC.

THIS FIRST AMENDMENT TO THE BYLAWS OF WINDRIDGE HOMEOWNERS ASSOCIATION, INC. is made this 27th day of February, 2012, by the Board of Directors of the WINDRIDGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit Florida corporation (the "Association").

R E C I T A L S

A. The Association, pursuant to the Declaration of Covenants, Conditions and Restrictions for Windridge, recorded in Official Records Book 6024, pages 266 - 330, of the public records of Polk County, Florida (the "Declaration"), the Bylaws of Windridge Homeowners Association, Inc. dated December 15, 2004, recorded therewith (the "Bylaws"), and the Articles of Incorporation of Windridge Homeowners Association, Inc. (the "Articles") dated December 15, 2004, recorded therewith and on file with the Secretary of State of Florida (collectively referred to as the "Governing Documents") is responsible for enforcement of and compliance with the Governing Documents.

B. Pursuant to the Article XII Amendments of the Bylaws, the Board of Directors may amend or repeal the Bylaws at a regular or special meeting of the Board by a majority vote of the Board of Directors present.

C. Pursuant to the Governing Documents and in accordance with Chapter 720 of the Florida Statutes, the Board of Directors desires to amend the Bylaws as set forth in this Amendment.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration the Association hereby declares:

I. The following changes and modifications to the Bylaws are hereby incorporated into and made a part of the Association's Governing Documents as defined in the Florida Statutes, and shall be binding on all parties having any right, title, or interest in the lots, properties or land.

II. The following article is hereby added to the Bylaws:

ARTICLE XVIII
F E E S

Section 1. New Member Fee: Effective immediately, all lots sold, granted or conveyed after March 1, 2012, shall be subject to a "New Member Fee" of \$250.00 which shall be due and payable to the Association within thirty (30) days from any Member acquiring ownership to a Lot. The New Member Fee shall be waived for: (a) transfers between spouses; (b) transfers where ownership (title) transfers under will or probate; or (c) where imposition of the New Member Fee is prohibited by applicable law. The Association or designated community

association manager shall collect the New Member Fee by sending notice to the new Owner. The New Member Fee shall have the effect of an individual assessment as defined in the Governing Documents which becomes due and payable as of the date of the recording of the deed, certificate of title or other transfer instrument, in the public records.

Section 2. Capital Improvement Fee: Effective immediately, all lots sold, granted or conveyed after March 1, 2012, shall be subject to a "Capital Improvement Fee" of One Percent (1%) of the Gross Sales Price or \$1,000.00 whichever is greater, payable to the Association. The fee shall be paid within seven (7) days of the transfer of title (deed, certificate of title, deed-in-lieu of foreclosure). This provision shall only apply to entities, e.g., corporations, limited liability companies, banks, mortgage companies, lenders, and non-resident owners, who do not reside in the community. The Capital Improvement Fee shall be waived for: (a) transfers between spouses; (b) transfers where ownership (title) transfers under will or probate; or (c) where imposition of the Capital Improvement Fee is prohibited by applicable law. The Association or designated community association manager shall collect the Capital Improvement Fee by sending notice to the new Owner. The Capital Improvement Fee shall have the effect of an individual assessment as defined in the Governing Documents ~~which becomes~~ due and payable as of the date of the recording of the deed, certificate of title or other transfer instrument, in the public records.

Section 3. Compliance: Closing Agents shall collect the New Member Fee and Capital Improvement Fee during the conduct of any real estate closing involving a Lot. "Gross Sale Price" shall mean the full purchase price, or in the event of a foreclosure, the amount of the foreclosed mortgage or final judgment in favor of the lender, whichever is greater. The Association or designated community association manager shall collect the New Member Fee and Capital Improvement Fee in all other transfers of title. Lot Owners, Realtors, Lenders and Closing Agents shall comply with Chapter 720.401 and disclose the New Member Fee and Capital Improvement Fee to all potential purchasers or buyers.

Proposed by the Board of Directors of the Windridge Homeowners Association, Inc. and adopted by a majority of the members of the Board of Directors of Windridge Homeowners Association, Inc., this 27th day of February, 2012. We hereby acknowledge, as the Directors of the Association, that this First Amendment to the Bylaws of Windridge Homeowners Association, Inc. was approved in accordance with the Governing Documents and the Florida Statutes.

DIRECTORS

Name:

[Signature]
Coy Bope

Name:

[Signature]
Edmond Bergeron

Name:

[Signature]
KAY E. MARSTON

~~Name: _____~~
~~Name: _____~~

Attested:

Coy Bope
Name: Coy Bope
As Its: PRESIDENT

POLK COUNTY
STATE OF FLORIDA

The foregoing First Amendment to the Bylaws of Windridge Homeowners Association, Inc. was acknowledged before me personally on this 27th day of February, 2012, an officer duly authorized in the State and County aforesaid to take acknowledgments, by COY BOPE, as President of the Association, who is personally known to me.

NOTARY SEAL

[Signature]
Notary Public

