

S/H



Prepared By & Return To:  
Stacy Strohauer Son, Esquire  
STROHAUER, MANNION & SON, P.A.  
1150 Cleveland Street, Suite 300  
Clearwater, Florida 33755

Rept: 1558569 Rec: 44.00  
DS: 0.00 IT: 0.00  
10/24/13 K. Garcia, Dpty Clerk

PAULA S. O'NEIL, PH.D. PASCO CLERK & COMPTROLLER  
10/24/13 09:31am 1 of 5  
OR BK 8949 PG 457

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS  
OF  
SERENGETI HOMEOWNERS' ASSOCIATION, INC.**

The undersigned officers of Serengeti Homeowners' Association, Inc. (the "Association"), hereby certify that the following amendments to the Bylaws of Serengeti Homeowners' Association, Inc., made and entered into this 9th day of October, 2013, were proposed and approved in accordance with the Association's governing documents and applicable law, and are joined by Dune FL Land I Sub LLC, a Delaware limited liability company, herein referred to as "Declarant".

**WITNESSETH:**

WHEREAS, the original Bylaws of Serengeti Homeowners' Association, Inc., were recorded in Official Records Book 6679, Pages 629 through 641, Public Records of Pasco County, Florida, and

WHEREAS, the Board of Directors at its meeting held on October 2, 2013, which meeting was held in accordance with the Association's governing documents, proposed amendments to the articles of the Bylaws;

WHEREAS, at least a majority of the Board of Directors approved the proposed amendments at a duly noticed meeting held on October 2, 2013, in accordance with the governing documents.

NOW THEREFORE, the Bylaws are amended as follows:

(Additions indicated by underlining, deletions by ~~strike through~~, omitted, unaffected language by . . . .)

1. ARTICLE III, Section 6. Election is hereby amended as follows:

Section 6. Election. Election for the Board of Directors must be by ballot. Each Member may cast as many votes for each vacancy as such Member has under the provisions of Article IV of the Articles. The person receiving the largest number of votes for each vacancy is elected. Cumulative voting is not permitted. An election is not required unless more candidates are nominated than vacancies exist.

R  
Anthony Bannan  
2562 N Rocky Point Dr, Ste 1050  
Tampa, FL 33607

2. New subparagraphs (d), (e) and (f) are added to ARTICLE IV, Section 4. Conflict of Interest, and Section 4. shall read as follows:

Section 4. Conflict of Interest. No contract or other transaction between this Association and one or more of its Directors, or any entity in which one or more of this Association's Directors are directors, officers, or financially interested, is void or voidable because of such relationship or interest if:

- a) Board Disclosure. Such relationship or interest is disclosed or known to the Board of Directors that authorizes, approves, or ratified the contract or transaction by a vote or consent sufficient for such purpose without counting the votes or consents of the interested Directors; or
- b) Membership. Such relationship or interest is disclosed or known to the Members entitled to vote and they authorize, approve, or ratify such contract or transaction by the requisite vote or written consent; or
- c) Fairness. Such contract or transaction is fair and reasonable to the Association at the time it is authorized by the Board, or the Members. Common or interested Directors may be present at the meeting of the Board or membership that authorizes, approves, or ratified such contract or transaction and may be counted in determining the presence of a quorum at any such meeting without rendering the contract or transaction void or voidable.
- d) Minutes. The disclosures required above shall be entered into the written minutes of the meeting in which the disclosure was given.
- e) Approval. The contract or other transaction must be approved by an affirmative vote of two-thirds of the Directors present.
- f) Meeting of the Members. At the next regular or special meeting of the Members, the Board must disclose the existence of the contract or other transaction to the Members. Upon motion of any Member, the contract or transaction shall be brought up for a vote and may be canceled by a majority vote of the Members present. If the Members cancel the contract, the Association is only liable for the reasonable value of goods and services provided up to the time of cancellation and is not liable for any termination fee, liquidated damages, or other penalty for such cancellation.

4. ARTICLE V, Section 4. Suspension of Membership Rights. is hereby amended as follows:

Section 4. Suspension of Membership Rights. The Board is authorized, ~~without prior~~ after proper notice, to suspend any Member's right to services or privileges provided by this Association, ~~or either~~, during any period in which such Member is more than thirty (30) days in default in payment of any assessment levied by this Association. Suspension of rights shall not include a



Member's use of that portion of common area used to provide access or utility services to a parcel.

5. ARTICLE VI, Section 5. Insurance. is hereby amended as follows:

Section 5. Insurance. The Board shall procure and maintain in force and effect at all times insurance in compliance with the requirements of the Declaration. The Board also must cause all persons or entities employed, authorized, or contracted with to collect, disburse, and manage this Association's funds, including this Association's officers, directors, and uncompensated volunteers, to be bonded or insured with standard fidelity and errors and omissions coverage for the benefit of this Association unless such a requirement is waived annually by a majority of the voting interests present at a properly called meeting of the Members. The premiums for the foregoing shall be paid from Association funds.

6. ARTICLE VII, Section 6 is hereby amended as follows:

Section 6. The official Association records shall be maintained for at least seven (7) years and shall include:

- (1) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
- (2) A copy of the By-Laws of the Association and of each amendment to the By-Laws.
- (3) A certified copy of the articles of incorporation of the Association and of each amendment thereto.
- (4) A copy of the declaration of covenants and a copy of each amendment thereto.
- (5) The copy of the current rules of the Homeowner's Association.
- (6) The minutes of all meetings of the Board of Directors and of the members, ~~which minutes must be retained for at least seven (7) years.~~
- (7) A current roster of all members and their mailing addresses and parcel identification.
- (8) All of the Association's insurance policies or a copy thereof, ~~which policies must be retained for at least seven (7) years.~~
- (9) 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. Bids received by the Association for work to be performed must also be considered official records ~~and must be kept for a period of one (1) year.~~

(10) The financial and accounting records of the Association, kept according to good accounting practices. ~~All financial and accounting records must be maintained for period of at least seven (7) years.~~

The financial and accounting records must include:

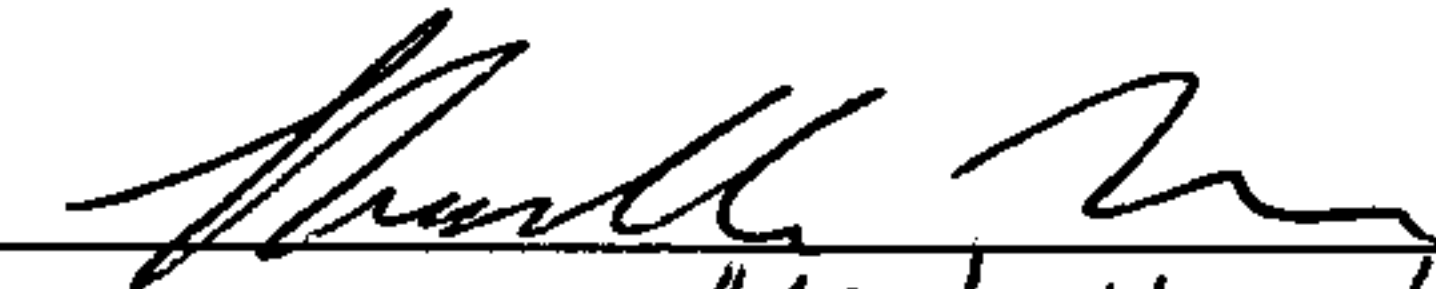
- a) Accurate, itemized, and detailed records of all receipts and expenditures.
- b) A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
- c) All tax returns, financial statements, and financial reports of the Association.
- d) Any other records that identify, measure, record or communicate financial information.

**IN WITNESS WHEREOF**, Serengeti Homeowners' Association, Inc. has caused this certificate to be executed in its name on this 9<sup>th</sup> day of October, 2013.

WITNESSES:

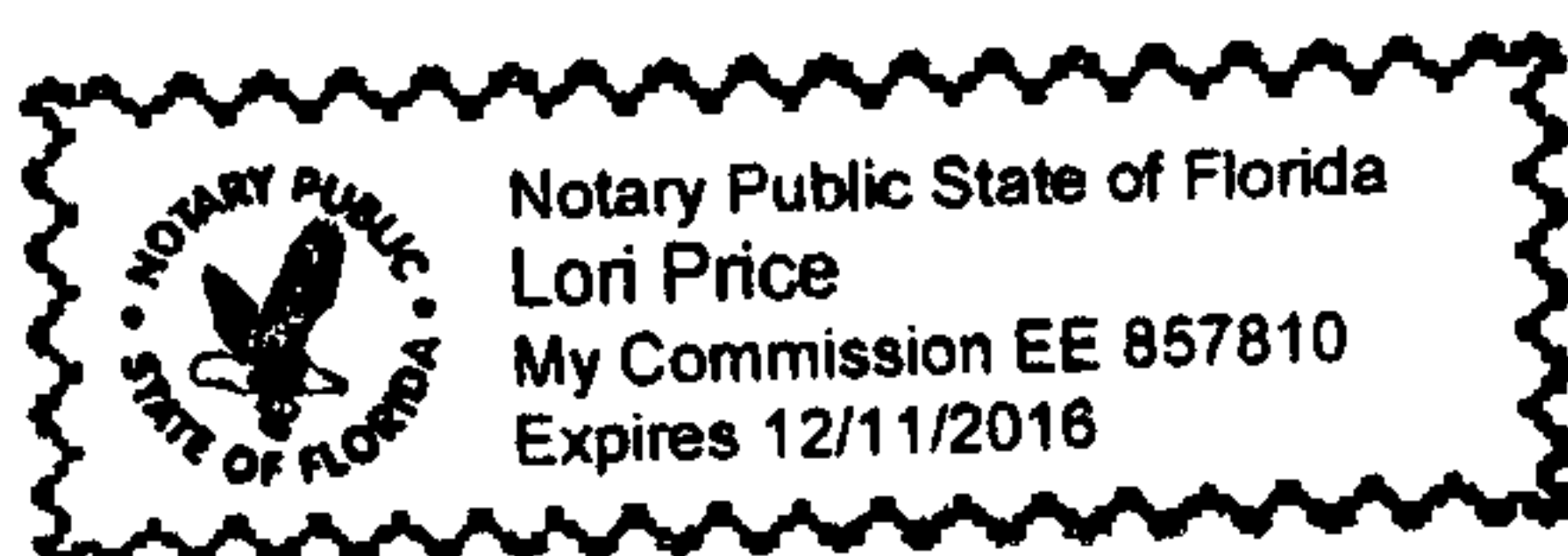
  
Print Name: Michael J Lawson

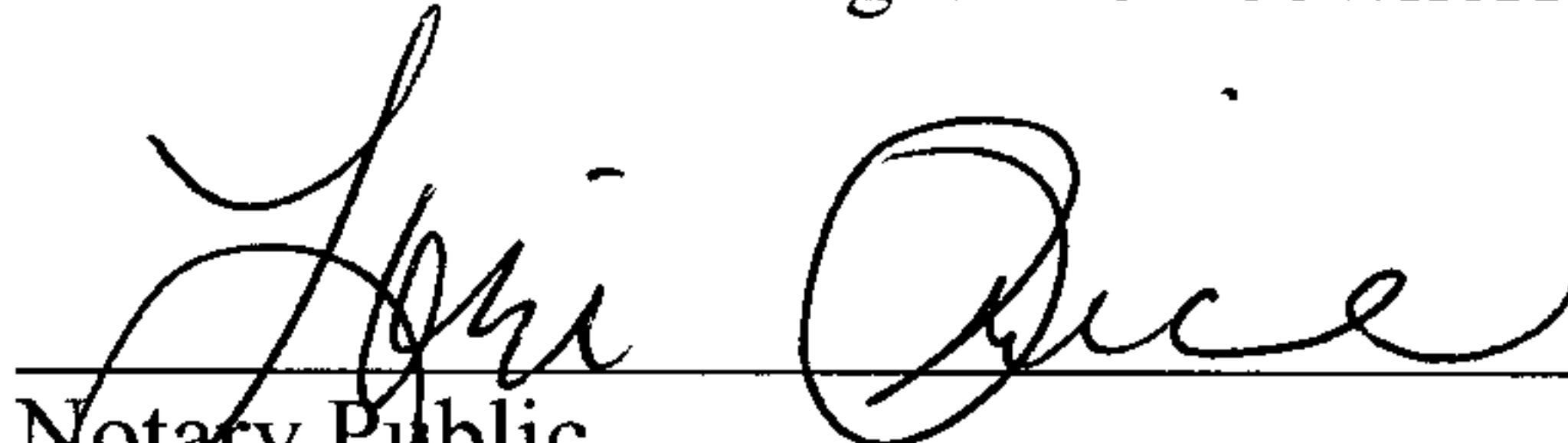
  
By: John M. Ryan, President

  
Print Name: Michelle Lawson

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October, 2013, by John M. Ryan as President of Serengeti Homeowners' Association, Inc. He is personally known to me.



  
Notary Public  
My commission expires: 12/11/2016

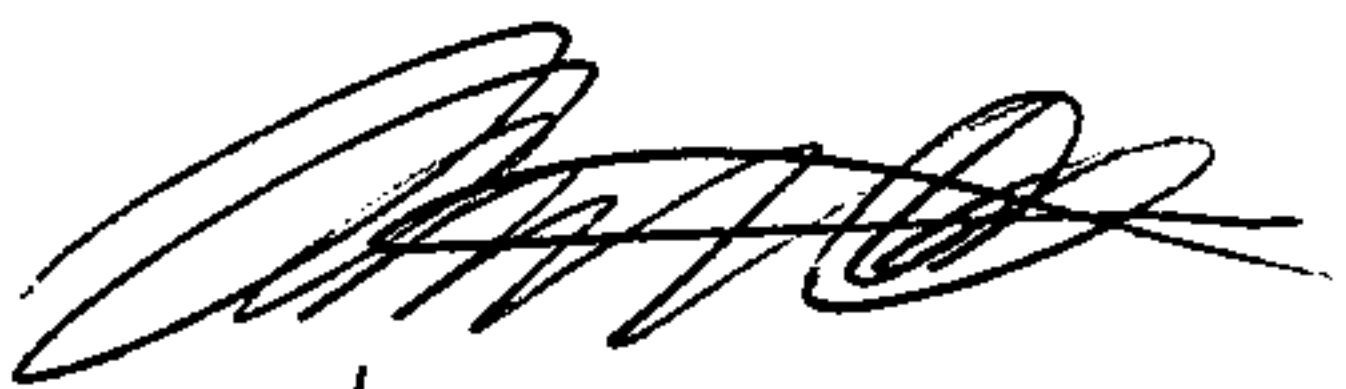



**JOINDER AND CONSENT BY**  
**DUNE FL LAND I SUB, LLC**

KNOWN ALL MEN BY THESE PRESENTS:

That Dune FL Land I Sub, LLC, a Delaware limited liability company, acknowledges, agrees, subordinates, joins in and consents to the terms and conditions of the Certificate of Amendment to the By-Laws of Serengeti Homeowners' Association, Inc. , to which this Joinder and Consent by Dune FL Land I Sub, LLC, is attached.

WITNESSES:


  
\_\_\_\_\_  
Michael S Lawson  
Printed Name

  
\_\_\_\_\_  
Michelle Lawson  
Printed name

DUNE FL LAND I SUB LLC,  
a Delaware limited liability company,  
its Managing Member

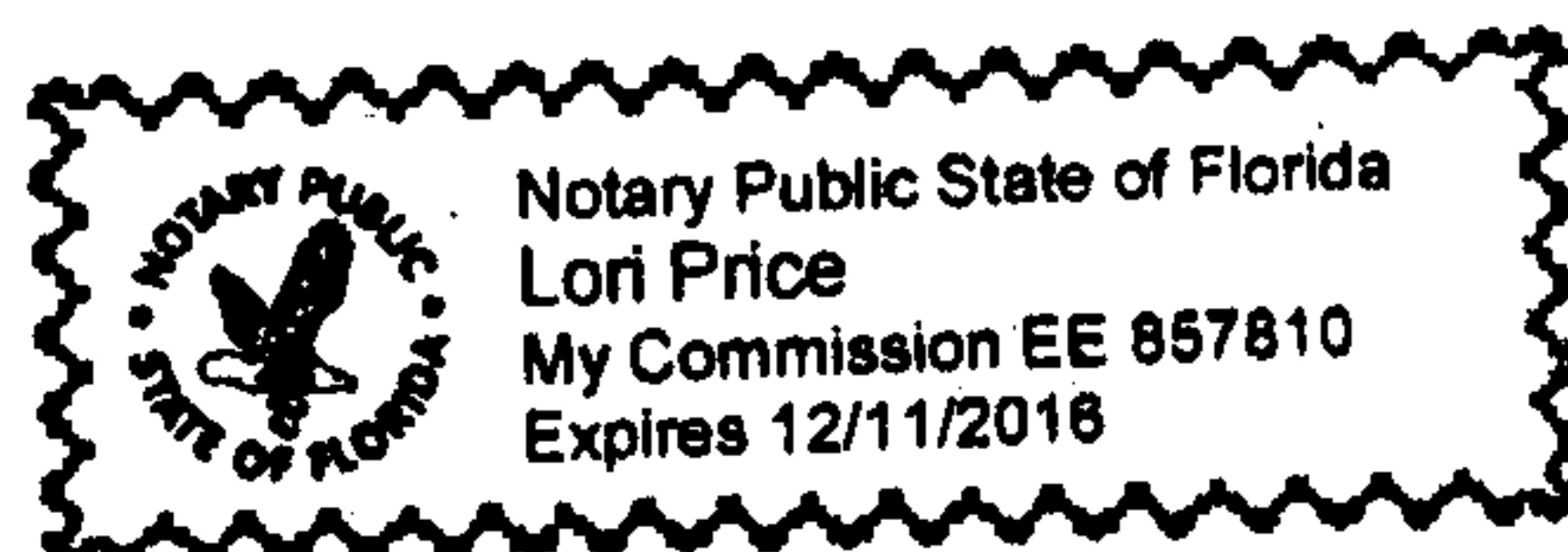
By: WTRG MEMBER, LLC,  
a Delaware limited liability company,

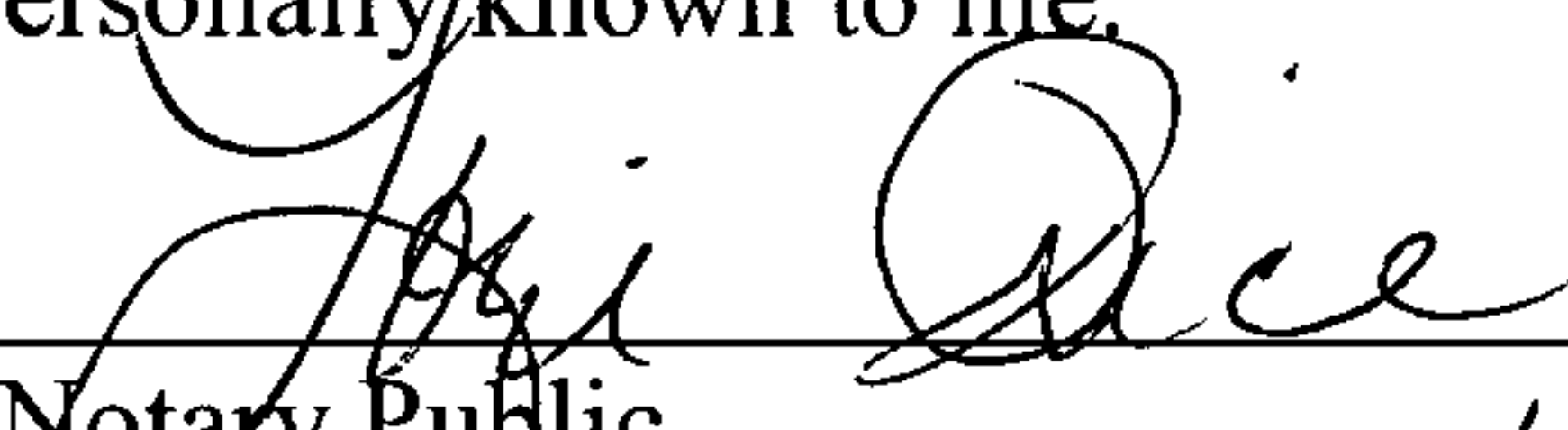
By: HAWK PORTFOLIOS HOLDINGS,  
LLC, a Florida limited liability company,  
as its Administrative Member

By:   
\_\_\_\_\_  
JOHN M. RYAN, as its Manager

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9th day of October, 2013, by John M. Ryan as Manager of Hawk Portfolios Holdings, LLC, a Florida limited liability company, as Administrative Member of Dune FL Land I Sub LLC, a Delaware limited liability company, who is personally known to me.



  
\_\_\_\_\_  
Notary Public  
My commission expires: 12/11/2016