

BYLAWS
OF
BRANDYWINE ESTATES HOMEOWNER'S ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT

ARTICLE I. GENERAL

The name of the corporation is BRANDYWINE ESTATES HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at P.O. Box 121695, West Melbourne FL 32912-1695 ~~490 N. Harbor City Blvd., Melbourne, Florida 32935,~~ but meetings of the members and directors may be held at such places within the State of Florida, County of Brevard, as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

The terms used in these Bylaws shall mean and refer to BRANDYWINE ESTATES HOMEOWNER'S ASSOCIATION, INC., its successors and assigns, as follows unless the context otherwise requires:

"Assessment" – means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

"Association" – means BRANDYWINE ESTATES HOMEOWNER'S ASSOCIATION, INC.

"Board" – means the Board of Directors or other representative body responsible for administration of the Association.

"Bylaws" – means the Bylaws of the Association for the government of the Association as they exist from time to time.

"Common Area" – means all real property (including improvements thereto) owned by the Association, in fee simple, by virtue of dedication to the Association, or otherwise, for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit B, attached hereto.

"Common Expenses" – mean the expenses, reserves and assessments properly incurred by the Association.

"Common Surplus" – means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over the Common Expenses.

"Association Property" – means and includes the lands, leaseholds and personal property that are subjected to association ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Association, the real property being more particularly described in the Declaration.

"Declaration" – means the Declaration of Covenants, conditions and Restrictions, the instrument or instruments by which the Association is created, and such instrument or instruments as they are, from time to time, amended.

"Mortgagee" – means a bank, savings and loan association, insurance company, mortgage company or other like business entity holding a mortgage on the Association Property or any portion thereof.

“Developer” – means BRANDYWINE ESTATES, LTD., a Florida Limited Partnership, it’s successors and assigns.

“Operation” or “Operation of the Association” – means and includes the administration and management of the Association Property.

“Land Use Restrictions” – shall mean and refer to that set of Declaration of Covenants and Restrictions as applicable to BRANDYWINE ESTATES HOMEOWNER’S ASSOCIATION, INC.

“Unit” – means a part of the Homeowner’s Association Property which is to be subject to exclusive ownership.

“Unit Owner” or “Owner” – means the owner of a residential lot.

“Utility” or “Utility Service” – means, as the case may be, electric power, gas, water, garbage and sewage disposal, and cable communications system.

“Voting Representative” – means the individual entitled to vote for each Unit, as further defined in Article V of these Bylaws.

“Residential Lot” – shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, and/or road right-of-ways as shown or as subsequently shown on any recorded subdivision map of the properties if dedicated to a public authority for maintenance. Each lot is subject to assessment and entitles each owner to voting rights as hereinafter defined.

“Declarant” – shall mean and refer to BRANDYWINE ESTATES HOMEOWNER’S ASSOCIATION, INC., its successors and assigns if such successors or assigns should acquire more than one development residential lot from the Declarant for the purpose of development.

“Member” – shall mean and refer to those persons entitled to membership as provided in the Declaration, and Articles of Incorporation of the Homeowner’s Association.

ARTICLE III. MEMBERS’ MEETINGS

1. First Meeting. Within sixty days after Unit Owners, other than Developer, own fifty percent (50%) or more of the Units of Association that will be operated ultimately by the Association, the Association shall call, and give not less than fifteen (15) days or more than forty-five (45) days notice of, a meeting of the members. At said meeting, Unit Owners, other than Developer, shall be entitled to elect one member of the Board.

2. Annual Meetings. The annual meeting of the members for election of directors, to serve on the Board of this Association and the Property Owners’ Association for the transaction of such other business as may properly come before the meeting, shall be held one year after the First Meeting on such day and at such time as the Board shall direct; provided, however, that said date may be changed by resolution of the Board so long as the annual meeting for any year shall be held not later than thirteen (13) months after the last preceding annual meeting of the members.

3. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors or upon written request of not less than twenty-five percent (25%) of the members who are entitled to vote.

4. Turnover Meeting. Within sixty (60) days after ninety percent (90%) of all residential lots available for sale, including any additions of amendments to this subdivision, have been sold and title transferred, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the members for this purpose. Said turnover meeting may be called and notice given by any Unit Owner if the Association fails to do so. If the turnover meeting is called by developer,

pursuant to his right to transfer over control of the Association to the Unit Owners, earlier than the mandatory transfer of control date, the Unit Owners, other than the developer, shall be entitled to elect all directors; provided, however, the director shall be entitled to elect two (2) directors so long as it holds for sale, in the ordinary course of business, at least three percent (3%) of the Units of the Association.

5. Notice of Meetings. 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 fifteen (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 purposes of notice. Such notices shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

6. Proxies. At all meetings of members, 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 his lot.

ARTICLE IV. DIRECTORS

1. Number. The number of directors of the Association, until the turnover meeting, shall be three (3). At that meeting, and each annual meeting thereafter, the number of directors shall be determined at said meeting provided the number shall not be less than three (3) nor more than five (5). These numbers may be increased or decreased, from time to time, by amendment to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.

2. Election and Term.

(a) Each person named in the Article of Incorporation as a member of the initial Board shall hold office until the First Meeting of the membership and until his successor shall have been elected and qualified or until his earlier resignation, removal from office, or death.

(b) At the First Meeting of the membership, Unit Owners, other than Developer, shall be entitled to elect one of the directors, who shall hold office until the second annual meeting of the membership following the First Meeting. Developer shall be entitled to elect all remaining directors until the turnover meeting.

(c) At each annual meeting, directors shall ordinarily be elected to serve a term of two (2) years. It is the intention of the Association that the terms of the directors shall be staggered so that at each annual meeting, only one-half (1/2) of the number of directors specified in Section 1 above, or as close to such number as possible, shall be elected; therefore, directors may be elected for a term of one (1) year wherever the circumstances dictate such abbreviated term in order to maintain the intended balance.

(d) At the turnover meeting, the directors entitled to be elected by the Unit Owners shall be elected for a term determined pursuant to Sub-section (c) above.

(e) Neither these Bylaws, nor any powers granted hereunder, shall restrict any Unit Owner desiring to be a candidate for director from being nominated from the floor.

(f) Each director, elected under this Article, shall hold office for the term for which he is elected and until his successor shall have been elected and qualified, or until his earlier resignation, disqualification, removal from office, or death.

(g) Notwithstanding anything in this Section to the contrary, no one individual, other than the developer, may serve as a director for seven (7) successive years.

3. Compensation. At the turnover meeting and thereafter, the membership shall have the authority to fix the compensation, if any, of the directors; provided, however, no director entitled to be elected by Developer shall receive any fees or compensation for his services as a director.

4. Removal of Directors.

(a) Any director who fails to attend three (3) consecutive meetings, whether annual, regular or special, of the Board without an excused absence, may be removed from the Board by a vote of a majority of the remaining directors, though less than a quorum of the Board. For purposes of this subsection (a), the nature of an absence, whether excused or unexcused, shall be determined by the President of the Association; provided, however, any absence deemed by the President to be unexcused shall be submitted to the Board (without the affected director being entitled to a vote) for its determination of the nature of the absence, which determination shall be final and binding on all parties concerned.

(b) At a special meeting of the Board, called expressly for that purpose, any director may be removed from the Board with, or without, cause by a two-thirds vote of the remaining directors, though less than a quorum of the Board.

(c) Subject to the requirements of the Declaration, any director or the entire Board may be recalled and removed from office with or without cause by the members; provided, however, the question of removal shall be divided so that the removal of each director is considered separately. A special meeting of the membership to recall a director, or directors, may be called by ten percent (10%) of the Unit Owners giving notice of the meeting, as required for a meeting of the membership, and notice shall state the purpose of the meeting.

(d) Any removal of a director from the Board shall be without prejudice to any contract rights of the director so removed.

5. Resignation of Directors. A director may resign from the Board by providing written notification of such resignation to the President of the Association, and such resignation shall become effective immediately upon receipt, by the President, of said written notification or at such later date as may be specified in the notification.

6. Vacancies. Any vacancy occurring in the membership of the Board, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors though less than quorum of the Board; provided, however, any vacancy occurring prior to the first election of directors by Unit Owners, other than Developer, may be filled by Developer and any vacancy resulting from the removal of a director so elected shall hold office for the term for which he is elected or for the remainder of the unexpired term of the director he is replacing. Nothing in this Section shall impair any rights of Developer or the Unit Owners to elect directors as set forth above.

7. Directors' Conflict of Interest

(a) No contact or other transaction, between this Association and one or more of its directors or any other corporation, firm, association or entity in which one or more of the directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board or a

committee thereof which authorizes, approves or ratifies such contract or transaction or because his or their votes are counted for such purpose, if:

(1) The fact of such relationship or interest is disclosed or known to the Board or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

(2) The fact of such relationship or interest is disclosed or known to the voting representatives entitled to vote, and they authorize, approve or ratify such contract or transaction by vote or written consent; or

(3) The contract or transaction is fair and reasonable as to the Association at the time it is authorized by the Board, a committee, or the members.

(4) Disclosure of such agreement by setting forth same in the Declaration and/or the Amended Declaration of Association, as initially declared or subsequently re-declared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise of the directors and officers of the corporation of the powers pertinent thereto.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

8. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors or by obtaining verbal approval by telephone. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS

1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. 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 prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. 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. Such nominations may be made from among members or non-members.

2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. DIRECTORS' MEETINGS

1. Annual Meetings. The annual meeting of the Board shall be held without notice immediately after the adjournment of the annual meeting of the members, provided a quorum shall then be present. If a quorum is not present, said annual meeting shall be held as soon thereafter as may be practicable on notice as provided at Section 7 below.

2. Regular Meetings. The Board may, by resolution duly adopted, establish regular meetings, which shall thereafter be held without further notice until subsequent resolution altering same.

3. Special Meetings. Special meetings of the Board may be called by the President or on the written request of any two (2) directors.

4. Annual Budget Meetings. An Annual Budget Meeting shall be held during the last month of each accounting year or at such time as the Board shall direct for the purpose of adopting an annual budget for the Association for the coming accounting year. Written notice stating the place, day and hour of the meeting shall be delivered personally or by registered or certified mail to each director at his address as it appears on the books of the Association no more than forty (40) days nor less than thirty (30) days before the meeting.

5. Place of Meetings. Meetings of the Board shall be held at the principal office of the Association or at such other place as the directors may from time to time designate.

6. Open Meetings. Meetings of the Board shall be open to all members and Voting Representatives.

7. Notice of Meetings.

(a) Unless otherwise provided, written notice stating the place, day and hour of any meeting of the Board must be given to each director not less than five (5) nor more than thirty (30) days before the Directors' meeting, by or at the direction of the President, the Secretary, or other persons, calling the meeting; provided however, in the case of an emergency, only such notice as is reasonable under the circumstances need be given. Notice must be given, either personally or by telegram, cablegram or first-class mail; and if mailed, the notice shall be deemed to be given when deposited in the United States mail, addressed to the Director at his address as it appears in the records of the Association, with postage thereon prepaid. Except as otherwise specified in these Bylaws, the notice need not specify the business to be transacted at, nor the purpose of, any meeting.

(b) Additionally notice of every meeting of the Board, stating the place and time thereof, shall be posted, conspicuously on the Association Property, at least forty-eight (48) hours prior to any such meeting to call the members' attention thereto; provided, however, in the event of an emergency, such notice shall not be required.

(c) Notice of any meeting in which Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

8. Waiver of Notice. A written waiver of notice, signed by any director whether before or after any meeting, shall be equivalent to the giving of notice of said director. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the directors need to be specified in any written waiver of notice.

9. Presumption of Assent. A director of the Association, who is present at a meeting of the Board at which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

10. Adjourned Meeting. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

11. Quorum. A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board.

12. Voting.

(a) Each director present, at any meeting of the Board, shall be entitled to one (1) vote on each matter submitted to a vote of the directors. Proxy voting shall not be permitted.

(b) A majority vote, by the directors present at a meeting of the Board at which a quorum is present, shall be the act of the Board, unless a greater number is required under any provision of the Declaration, the Articles of Incorporation, or these Bylaws.

(c) A director may join by written concurrence on any action taken at a meeting of the Board, but such concurrence may not be used for the purpose of creating a quorum.

13. Meeting By Communications Equipment. Any action required, or which may be taken at a meeting of the Board at which a proper notice or a waiver thereof has been given pursuant hereto, may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. When a telephone conference is used, a telephone speaker shall be attached so that any members or Voting Representatives present may hear the discussions.

14. Recordation of Actions. All actions of the Board shall be recorded in minutes. Upon request, such minutes shall be made available for inspection to any member, or their authorized representatives, and directors, at any reasonable time.

15. Procedure. The directors may adopt their own rules of procedure which shall not be inconsistent with the Declaration, the Articles of Incorporation, these Bylaws, or applicable law.

ARTICLE VII. COMMITTEES

1. Function. Except where specifically delegated authority to act when the Board is not in session, committee shall serve in an advisory capacity to the Board and the membership and shall make specific recommendations to the Board and the members regarding those aspects of the business and affairs of the Association to which they have been delegated responsibility.

2. Types of Committee. The Board, by resolution adopted by a majority of the full Board, may appoint such Standing Committees or Ad Hoc Committees as it deems necessary from time to time.

3. Committee Powers. Any committee shall have and may exercise all the authority granted to it by the Board, except that no committee shall have the authority to:

- (a) Fill vacancies on the Board or any committee thereof;
- (b) Adopt, amend or repeal the Bylaws;
- (c) Amend or repeal and resolution of the Board;
- (d) Act on matters committee by Bylaws or resolution of the Board to another committee of the Board.

ARTICLE VIII. COMMITTEE MEETINGS

1. Regular Meetings. Regular meetings of each Standing Committee shall be held as determined by the chairman of the committee. There shall be no regular meetings of any Ad Hoc Committee unless established by the chairman of said committee.

2. Special Meetings. Special meetings of any committee may be called at any time by the chairman of the committee or by any two (2) members thereof.

3. Place of Meetings. Committee meetings shall be held at the principal office of the Association or at such other place as the chairman of the committee may from time to time designate.

4. Notice of Meetings. Written or oral notice stating the place, day and hour of any regular or special meeting of the committee must be given to each committee member not less than three (3) nor more than thirty (30) days before the committee meeting, by or at the director or the chairman of the committee, or other persons, calling the meeting. Notice must be given either personally, or by telegram, cablegram, or first-class mail; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the committee member at his address as it appears in the records of the Association, with postage thereon prepaid. Except as otherwise specified in these Bylaws, the notice need not specify the business to be transacted at, nor the purpose of, any meeting.

5. Waiver of Notice. A written waiver of notice signed by any committee member, whether before or after any meeting, shall be equivalent to the giving of notice of said committee member. Attendance of a committee member, at a meeting, shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a committee member attends a meeting for the express purpose as stated at the beginning of the meeting of objecting to the transaction of business because the meeting is not lawfully called or convened.

6. Adjourned Meeting. A majority of the committee members present, whether or not a quorum exists, may adjourn any meeting of a committee to another time and place. Notice of any such adjourned meeting shall be given to the committee members who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other committee members.

7. Quorum. A majority of the number of members of any committee shall constitute a quorum for the transaction of business at any committee meeting.

8. Voting.

(a) Each committee member present at any meeting of a committee shall be entitled to one (1) vote on each matter submitted to a vote of the committee members. Proxy voting shall not be permitted.

(b) A majority vote, by the committee members present at a committee meeting at which a quorum is present, shall be the act of the committee unless a greater number is required by resolution of the Board.

9. Action Without a Meeting.

(a) By Written Consent. Any action required, or which may be taken, at a committee meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by all of the members of the committee. Such consent shall have the same effect as a unanimous vote.

(b) By Communications Equipment. Any action required, or which may be taken, at a committee meeting may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

ARTICLE IX. OFFICERS

1. Designation. The officers of this Association shall consist of a President, Past-president (when appropriate), one or more Vice-presidents (as determined necessary by the Board), a Secretary

and a Treasurer. The Association shall also have such other officers, assistant officers and agents as may be deemed necessary or appropriate by the Board from time to time.

2. Duties. The officers of this Association shall have the following duties:

(a) President. The President shall be the chief executive officer of the Association, having general overall supervision of all the business and officers of the Association, subject to the directions of the Board. He shall preside at all meetings of the members and Boards, and shall be an ex officio member of all standing committees. He shall execute, with the Secretary or any other officer authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which are duly authorized to be executed, except where the same is required or permitted by law to be otherwise signed and executed, and except where the execution thereof shall be expressly delegated by the Board to some other officer or agent of the Association. He shall perform any and all other duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

(b) Past President. The immediate Past President of the Association shall, at the conclusion of his term in office, assume the office of Past President. The primary function of the Past President shall be to provide continuity from his administration to that of his successor and be a source of information, guidance and inspiration to all officers of the Association.

(c) Vice-President. In the absence of the President, or in the event of his death, inability or refusal to act, the Vice-President (or in the event there be more than one vice-president, the Vice-Presidents, in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such duties as from time to time may be assigned to him by the President or the Board.

(d) Secretary. The Secretary shall maintain, and have custody of, all the corporate records except the financial records; shall have custody of the corporate seal, shall record the minutes of all meetings of the membership and of the Board, shall send out all notices of meetings, and shall perform any and all other duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the Board or the President.

(e) Treasurer.

(1) The Treasurer shall have charge and custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of the Board and the membership and whenever else required by the Board or the President; shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board, and shall perform any and all duties incident to the office of Treasurer and such other duties as may be prescribed by the Board or the President. The Treasurer shall be bonded by the Association.

(2) The Treasurer shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board.

(3) The Treasurer shall give status reports to potential transferees, on which reports the transferees may rely.

(4) The duties of the Treasurer may be performed by a manager pursuant to the terms of any Management Agreement with the Association.

3. Election and Term.

(a) Each person, named as an officer in the Article of Incorporation, shall hold office until the first annual meeting of the Board and until his successor shall have been elected and qualified or until his earlier resignation, removal from office, or death.

(b) At each annual meeting of the Board, a majority of the Directors, then in office, shall elect the officers of the Association for the ensuing year. The Board may elect the same person to fill any two or more offices, and the failure to elect a president, vice-president, secretary or treasurer shall not affect the existence of the Association. No officer, excepting the President, need be a member of the Board.

(c) Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified or until his earlier resignation, disqualification, removal from office, or death.

4. Removal of Officers. Any officer or agent elected or appointed by the Board may be removed by the Board, with or without cause, whenever, in it's judgment, the best interests of the Association will be served thereby.

5. Resignation of Officers. Any officer or agent, elected or appointed by the Board, may resign such office by providing written notification of such resignation to the President or to the Secretary of the Association and, such resignation shall become effective immediately upon receipt of said notification or at such later date as may be specified in the notification.

6. Vacancies. Any vacancy, however occurring, in any office, may be filled by the Board. Any officer so elected shall hold office for the unexpired term of the officer he is replacing.

7. Compensation. At any time after the turnover meeting, the Board shall have the authority to fix and pay compensation in a reasonable amount to any of it's officers for services rendered by reason of said office.

8. Bonding. The Association shall provide for fidelity bonding of all officers, directors or other persons who control or disburse funds of the Association and shall bear the cost of such bonding. The Association may bond any officer of the Association and shall bear the cost of such bonding.

ARTICLE X. INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Indemnification for Actions, Suits or Proceedings.

(a) The Association shall indemnify any person who was or is a party, or is threatened to be made a part to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an act by or in the right of the Association) by reason of the fact that he is, or was, a director or officer of the Association, or is, or was, serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgements, fines and amount paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe this conduct was unlawful. The adverse termination of any action, suit or proceeding by judgement, order, settlement, conviction, or a plea of nolo contendere or it's equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner in which he reasonable believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Association shall indemnify any person who was, or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in it's favor by reason of the fact that he is, or was a director or officer

of the Association, or is, or was, serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonable incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association; provided, however, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence, or misconduct in the performance of his duty to the Association unless, and only to the extent, that the court in which such action or suit was brought, shall determine upon application that despite the adjudication of liability, but in view of all circumstances of the case, such person is firmly and reasonable entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Subsections (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under Subsections (a) or (b) (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent, is property in the circumstances because he has met the applicable standard of conduct set forth in Subsection (a) or (b). Such determination shall be made:

(1) by the Board by a majority vote or a quorum consisting of directors who were not parties to such action, suit or proceedings; or

(2) if such quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs by independent legal counsel in a written opinion; or

(3) by the members.

(e) Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Subsection (d) upon receipt of an undertaking by, or on behalf of, the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Section.

(2) Other Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of the members or disinterested directors, or otherwise, both as to the actions in his official capacity and as to actions in another capacity while holding such position and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, personal representative and administrators of such a person.

(3) Liability Insurance. Upon the majority vote of a quorum of the Board, the Association may purchase and maintain insurance on behalf of any person who is, or was, a director or officer of the association, or is, or was, serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association shall have indemnified him against such liability under the provisions of this Article X.

ARTICLE XI. ANNUAL BUDGET

(1) Adoption by Board. The proposed annual budget for Common Expenses for the Association shall be adopted by the Board. Said budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. In addition to annual operating expenses, unless otherwise waived by the Association, the budget shall include reserve accounts for capital expenditures and deferred maintenance. A copy of the proposed annual budget of Common Expenses shall be mailed,

by regular mail, to the Unit Owners not less than fifteen (15) days prior to the meeting at which the budget shall be considered together with a notice of such meeting. Such meeting shall be open to the Unit Owners and Voting Representatives.

(2) Determination of Increase. In determining Assessment for prior years, there shall be excluded from the computation any provision for reasonable reserves for repair or replacement of the Association Property, anticipated expenses of the Association which are not expected to be incurred on a regular or annual basis, or Assessments for betterments to the Association Property.

(3) Limit on Increase of Budget. As long as Developer is in control of the Board, said Board shall not impose an Assessment for a year greater than one hundred twenty-five percent (125%) of the prior accounting year's Assessment without the approval of a majority of all Voting Representatives.

ARTICLE XII. ASSESSMENTS

(1) Determination and Payment. After adoption of a budget, a determination of the annual Assessment per Unit shall be made by apportioning the total sum of said budget among the Unit Owners according to the percentages for sharing Common Expenses set forth in the Declaration. Such annual assessment shall be payable in monthly installments on the first (1st) day of each month. The Board shall promptly deliver or mail to each Unit Owner, or other person designated in writing, to receive such notice, a statement setting forth the amount of the annual assessment, the amount of each monthly installment and the dates on which payment is due. Such payments shall be due and payable regardless of whether or not members are sent, or actually receive, a written notice. Notwithstanding the foregoing, the Board shall have the broadest discretion in the collection of assessments, and may, upon proper notice to Unit Owners, collect assessments quarterly, semi-annually and annually, rather than monthly.

(2) Maintenance. As more fully provided in the Declaration, the Association may provide maintenance on any residential lot when necessary to preserve the beauty and/or quality of the neighborhood. The costs of such maintenance shall be assessed against the property owner of the lot requiring the maintenance. Any such maintenance assessment may be collected or foreclosed in the manner provided above for collection or foreclosure of annual and special assessments.

(3) Failure to Adopt a Budget. If an annual budget has not been adopted for the accounting year at the start of said year, an Assessment in the amount of the last prior annual Assessment shall continue in force until changed by an amended Assessment.

(4) Excess Income. If, for any reason, the budget provides income in excess of the Association needs, such overassessments shall be retained by the Association in its account to be applied to the next ensuing year's expenses or rebated to the members, at the direction of the Board.

(5) Amended Budget. Subject to the requirements of Article XII above, in the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board.

(6) Special Assessments. The Board shall have power to levy specific assessments as necessary for actual economic needs of the Association with the consent of the members. Additionally, special assessments may be levied against individual Unit Owners as follows:

(a) In accordance with Subsection 2 (d) 4 of Article XVI below, and Subsection 1 (c) of Article XV below, which deals with attorney's fees;

(b) For additional operating expenses of the Association occasioned by a more intensive use or special use of any Unit;

(c) For additional insurance premiums covering the Association Property, or otherwise procured by the Association, and which increased insurance premiums are occasioned by a more intensive use or special use of any Unit;

(d) Those operating expenses of the Association which are directly attributable to a particular Unit; and

(e) In accordance with Subsection 2 (d) (5) of Article XVI which deals with Insurance.

(7) Exemption of Developer. Notwithstanding anything contained herein to the contrary, as set forth in the Association Act and Subsection 21.04 of the Declaration, Developer shall not be assessed as a Unit Owner without its written approval so long as it holds Units for sale in the ordinary course of business.

ARTICLE XIII. SALES AND TRANSFERS

(1) No Severance of Ownership. No part of the Common Elements of any Unit may be sold, conveyed or otherwise disposed of, except as part of the sale, conveyance, or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Units appurtenant interest in the Common Elements.

ARTICLE XIV. RULES AND REGULATIONS

(1) The Association may, at its option, create a set of Rules and Regulations.

(2) Purpose. The Rules and Regulations of the Association, if created, shall be a list of certain reasonable restrictions on, and requirements for, the use, maintenance, and appearance of the Association Property or portions thereof. Such Rules and Regulations shall be in addition to all other requirements of the Declaration, the Article of Incorporation and Bylaws of the Association.

(3) Application. Every Unit Owner, occupant, patron, customer, guest, tenant and invitee shall be subject to the Rules and Regulations. Copies of such Rules and Regulations, as amended, shall be furnished by the Association to all Unit Owners and occupants of any Unit on request.

(4) Exceptions. The Board may under special circumstances, waive or vary specific restrictions or requirements, in individual cases, upon a vote of two-thirds (2/3) of the entire Board. The Board may impose conditions on any waiver or variance.

ARTICLE XV. REMEDIES FOR VIOLATION

(1) Legal Remedies.

(a) In the event of violation of the provisions of the Association Act, or the Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations of the Association, as the same are now or may hereafter be, constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of said documents, or sue for damages or take all such courses of action at the same time, or bring appropriate action for such other legal or equitable remedy as it may deem appropriate. Failure, by the Association, to enforce any such provision shall, in no event, be deemed a waiver of the right to enforce later violations.

(b) In the event of such legal action brought against a Unit Owner, the losing defendant shall pay all costs and expenses, including, but not limited to, legal services rendered prior to any litigation, filing and service of process fees, reasonable attorneys' fees and court costs, incurred by the Association incident to the proceeding, during trial, upon any appeal and post judgment proceedings. Each Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the

Association, and with the intent of all Owners to give to the Association a method and procedure which will enable it, at all times, to operate on a business-like basis, to collect those monies due and owing it from Owners of Association Parcels and to preserve each other's right to enjoy his Unit free from unreasonable restraint and nuisance.

(c) The costs and expenses authorized at Paragraph (b) above shall be assessed against the Unit Owner's Unit as a Special Assessment, collectible in the same manner as any other Assessment of the Association.

(2) Arbitration. Any internal dispute arising from the operation of the Association among Unit Owners, the Association, their agents and assigns, may be submitted to voluntary binding arbitration by the Division of Florida Lands and Association, pursuant to the rules and regulations promulgated thereby. The decision of arbitration shall be final; however, such decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose the parties from proceedings in a trial de novo, and if such judicial proceedings are initiated, the final decision of the arbitration shall be admissible in evidence. Any party may seek enforcement of the final decision of the arbitrator in a court of competent jurisdiction.

ARTICLE XVI. INSURANCE, BONDING

The insurance which shall be carried upon the Association Property, and property of the Unit Owners, shall be governed by the following provisions:

1. Liability Insurance. The Board shall obtain and maintain public liability insurance covering all of the Common Elements, and insuring the Association and the Unit Owners, as their interests appear, in such amount as the Board may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$30,000/\$10,000. Said insurance shall include but not be limited to, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(2) Casualty Insurance.

(a) The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance. Such insurance shall insure all of the insurable improvements within the Association, including personal property owned by the Association, in and for the interest of the Association. Such insurance shall be in an amount equal to the full replacement value of said improvements with inflation guard endorsement.

(b) All policies, purchased by the Association, shall be for the benefit of the Association and all Unit Owners. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. The Association shall be liable for the payment of premiums and for the renewal and sufficiency of policies, the failure to collect any insurance proceeds, and the form or content of the policies. The Association shall receive such proceeds as are paid, and hold the same for the purposes herein stated, and for the benefit of the Association and the Unit Owners collectively referred to as Beneficial Owners.

(c) Proceeds of insurance policies, received by the Association, shall be distributed to, or for the benefit of, the Beneficial Owners in the following manner:

(1). Reconstruction or Repair. If the damage for which the proceeds were paid, is to be repaired and restored, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining, after defraying such costs, shall be distributed to the Beneficial Owners or retained, pursuant to Subsection (f) below.

(2). Failure to Reconstruct or Repair. If it is determined, in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired or restored, the proceeds shall be disbursed to the Beneficial Owners. In the event of loss or damage to personal property, belonging to the Association, and should the Board determine not to replace or repair such personal property as may be lost or damaged, the proceeds shall be disbursed to the Beneficial Owners as surplus in the manner provided in this Article XVI, or retained pursuant to Subsection (f) herein.

(d) Loss Less than "Substantial". Where a loss or damage occurs to the Common Elements, but said loss is less than "substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair or restore the damage caused by said loss. Where such loss or damage is less than "substantial":

(1) The Board shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the Common Elements, and if such damage or loss to the Common Elements is less than \$1,000., the Association shall promptly contract for the repair and restoration of the damage.

(3) Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(4) If the proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special Assessment against all Unit Owners in proportion to the Unit Owner's share in the Common Elements.

(3) Insurance. Premiums, for all insurance coverage obtained by the Association and other expenses in connection with such insurance, shall be paid by the Association and be charged as a Common Expense. All such insurance shall be placed with good and responsible companies, authorized to do business in Florida.

(4) Fidelity Bonds. The Association shall provide fidelity bonding in the principal sum of not less than \$5,000 for all officers or directors who control or disburse fund of the Association.

ARTICLE XVII. BOOKS, RECORDS AND FINANCES

(1) Books and Records.

(a) The Association shall keep minutes of the proceedings of its members, its Board and its Committees, which shall be available for inspection by Unit Owners, or their authorized representatives, and by directors at any reasonable time with advance notice.

(b) The Association shall maintain correct and complete books and records of account. These records shall be open to inspections by Unit Owners or their authorized representatives at reasonable times with advance notice. The accounting records shall be maintained according to good accounting practices. The records shall include, but are not limited to:

(1) A record of all receipts and expenditures.

(2) An accounting for each Unit, designating the names and current mailing address of the Unit Owner, the amount of each Assessment, the date and amounts in which the Assessments come due, the amount paid upon the account, and the balance due.

(c) A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

(d) The membership list shall be made available for inspection by Unit Owners, or their authorized representatives, at any reasonable time.

(e) Current copies of the Declaration, the Articles of Incorporation of the Association, the Bylaws, other rules governing the Association, and the most recent annual audited financial statement, if such is prepared, shall be available for inspection by prospective purchasers, upon request, during normal business hours or under other reasonable circumstances.

(2) Funds.

(a) All funds of the Association shall be deposited, from time to time, to the credit of the Association in one or more such banks, trust companies, or other depositories as the Board may from time to time designate, upon such terms and conditions as shall be fixed by the Board. The Board may, from time to time, authorize the opening and keeping, with any such depository as it may designate, of general and special bank accounts and may make such special rules and regulations with respect thereto, not inconsistent with the provisions of these Bylaws, as it may deem necessary.

(b) Association funds shall be used only for Association purposes.

(c) The authorized signers, on all depository accounts, shall be the President, Vice-President, Secretary, Treasurer, or such other officers or persons as the Board may, from time to time, designate.

(d) Drafts or other orders for the payment of money, excepting depository accounts and all notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall, from time to time, be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer, if any, and counter-signed by the President.

(3) Financial Information. Within four (4) months following the end of the accounting year of the Association, the Board shall mail, or furnish by personal delivery, to each Unit Owner, a complete financial report of actual receipts and expenditures for the previous accounting year. The report shall show the amount of receipts, by accounts and receipt classifications, and shall show the amounts of expenses, by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Expenses for refuse collection and utility services;
- (e) Expenses for Common Elements;
- (f) Costs for buildings, maintenance machinery, and fencing maintenance and repair;
- (g) Insurance costs;
- (h) Administration and salary expenses; and
- (i) General reserves, maintenance reserves, and depreciation reserves.

ARTICLE XVIII. EMINENT DOMAIN

1. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with any condemning authority for acquisition of the Common Elements, or part thereof.

2. In the event of a taking or acquisition of part of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgages as their interest may appear. Any such taking, or acquisition, shall be deemed to be a loss and any award payable, as a result of such taking or acquisition, shall be distributed or used in accordance with the provisions of Section 2 of Article XVI.

ARTICLE XIX. NON-PROFIT OPERATIONS

The Association shall not authorize nor issue shares of stock. No dividend will be paid, and no part of the income, of this Association, will be distributed to its members, directors or officers. However, the Association may pay compensation in a reasonable amount to members, officers or directors for services rendered, subject to the limitations provided herein.

ARTICLE XX. CORPORATE SEAL

The Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the State of incorporation, the year of incorporation, and the words "Corporation Not For Profit".

ARTICLE XXI. MODIFICATION OF BYLAWS

These Bylaws may be revised, amended or repealed, unless specifically prohibited herein, at any meeting of the Board or the membership by a majority vote, provided that notice of said meeting is given in accordance with these Bylaws, and that said notice contains a full statement of the proposed amendment. No revision of, or amendment to, the Bylaws, shall be valid unless set forth in, or annexed to, a duly recorded amendment to the Declaration. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended, new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw ____ for present text." Non-material errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment. No amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Association Parcel.

ARTICLE XXII. MISCELLANEOUS

1. Articles and Other. The Articles and other headings contained in these Bylaws are for reference purposes only and shall not affect the meaning or interpretation of these Bylaws.

2. Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

3. Revocability of Authorizations. No authorization, assignment, referral or delegation of authority by the Board to any Committee, officer, agent or other official of the Association shall preclude the Board from exercising the authority required to meet its responsibility for the operation of the Association. The Board shall retain the right to rescind any such authorization, assignment, referral or delegation in its sole discretion.

4. Validity. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect. Defects or omissions in the Bylaws shall not affect the validity of the Association or the title to Association Units.

5. Members and Owners. By the terms of the Declaration, all Unit Owners shall be members and all members must be Unit Owners; therefore, said designations shall be deemed synonymous.

**FIRST AMENDMENT TO THE BYLAWS OF
BRANDYWINE ESTATES HOMEOWNER'S ASSOCIATION, INC.
A CORPORATION FOR PROFIT**

THIS AMENDMENT, made and given the 26th day of April, 1989, by BRANDYWINE ESTATES HOMEOWNER'S ASSOCIATION, INC., A Florida Corporation not for profit (hereinafter referred to as "Association"):

W I T N E S S E T H:

WHEREAS, Article XI, Paragraph Three (3), Section b states that these By-laws may be amended upon the consent of seventy-five percent (75%) of the entire membership; and

WHEREAS, the members of the Association met on the 8th day of September, 1988 at their annual meeting; and

WHEREAS, seventy-five percent (75%) of the members of the Association agreed to amend Article XI, Paragraph Three, Section b.

NOW, THEREFORE, Article XI, Paragraph Three, Section b is hereby amended to read as follows:

3. Election and Term

(b) At each annual meeting of the Association a majority of lot owners present and voting shall elect the officers of the Association for the ensuing year. The Association may elect a president, vice-president, secretary and treasurer. No officer, excepting the President, need be a member of the Board.

All other provisions of the By-laws shall remain in full force and effect except as other expressly modified herein.

IN WITNESS WHEREOF, the President of the Association has hereunto set his hand and seal as of the day and year first written above.

BRANDYWINE ESTATES
HOMEOWNER'S ASSOCIATION, INC.

BY: _____
its President

Witnesses

STATE OF FLORIDA
COUNTY OF BREVARD

SWORN TO AND SUBSCRIBED before me this 26th day of April, 1989.

NOTARY PUBLIC
My Commission Expires:
Notary Public; State of Florida at Large
My Commission Expires _____

**THE SECOND AMENDMENT TO THE BYLAWS
OF BRANDYWINE ESTATES HOMEOWNER'S ASSOCIATION, INC.,
A CORPORATION NOT FOR PROFIT**

THIS AMENDMENT, made and given the 25th day of September, 1989, by BRANDYWINE ESTATES HOMEOWNER'S ASSOCIATION, INC., a Florida Corporation not for profit (hereinafter referred to as "Association"):

W I T N E S S E T H:

WHEREAS, Article IX, Paragraph 3, Section (b), states that these Bylaws may be amended upon the consent of seventy-five percent (75%) of entire membership; and

WHEREAS, the members of the Association met on the 25th day of September, 1989, at their annual meeting; and

WHEREAS, seventy-five percent (75%) of the members of the Association agreed to amend Article IX, Paragraph 3, Section (b).

NOW, THEREFORE, Article IX, Paragraph 3, Section (b) is hereby amended to read as follow:

3. Election and Term

(b) At each annual meeting of the Association a majority of lot owners present and voting shall elect the officers of the Association for the ensuing year. The Association may elect a president, vice-president, secretary and treasurer. All officers shall automatically be voting members of the Board of Directors. The immediate past president shall also be a voting member of the Board of Directors.

All other provisions of the By-Laws shall remain in full force and effect except as expressly modified herein.

IN WITNESS WHEREOF, the President of the Association has hereunto set his hand and seal as of the day and year first written above.

BRANDYWINE ESTATES
HOMEOWNER'S ASSOCIATION, INC.

BY: _____
its President

Witnesses

**THIRD AMENDMENT TO THE BYLAWS
OF BRANDYWINE ESTATES HOMEOWNER'S ASSOCIATION, INC.,
A CORPORATION NOT FOR PROFIT**

THIS AMENDMENT, made and given the 3rd day of September, 2002, by BRANDYWINE ESTATES HOMEOWNER'S ASSOCIATION, INC., a Florida Corporation not for profit (hereinafter referred to as "Association"):

W I T N E S S E T H:

WHEREAS, Article XXI of these ByLaws states that these ByLaws may be amended by the Board of Directors ... provided that notice of said meeting is given in accordance with these ByLaws, and that said notice contains a full statement of the proposed amendment.

WHEREAS, a notice of the meeting together with the proposed Amendment to the ByLaws was mailed to all the membership on June 18, 2002; and

WHEREAS, the Board of Directors met on September 3, 2002, considered the proposed Amendment and voted 6-0 to change the ByLaws in accordance with the proposed Amendment.

NOW, THEREFORE, ARTICLE XV, REMEDIES FOR VIOLATION, Section 1, Legal Remedies, is amended as follows, by adding an additional subparagraph (d):

(d) Parking of any watercraft, trailer, Motor Home or other recreational vehicle on a lot overnight shall incur a fine of \$50.00 per day. Such fine will be assessed by the Board to the property owner to such remedies as specified in ARTICLE XV, Legal Remedies, Section 1(a), (b) and (c).

A notification on the violation and on the penalty, assessment will be provided to the homeowner, in advance, allowing immediate remedy of the violation.

All other provisions of the ByLaws shall remain in full force and effect except as expressly modified herein.

IN WITNESS WHEREOF, the President of the Association has hereunto set his hand and seal as of the day and year first written above.

BRANDYWINE ESTATES
HOMEOWNER'S ASSOCIATION, INC.

BY: _____

Paul B. Mouritsen, President

Witnesses

STATE OF FLORIDA
COUNTY OF BREVARD

SWORN TO AND SUBSCRIBED before me this 28th day of May, 2004.

Notary Public – Photo Military ID
TARA ROGERS
Notary Public, State of Florida
My comm. expires: Jan. 18, 2008
No. CC994753