

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

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RECORDING FEES 27.00

**FIRST AMENDMENT TO
BY-LAWS OF LIBERTY SQUARE HOMEOWNERS ASSOCIATION, INC.,**

THIS FIRST AMENDMENT TO BYLAWS OF LIBERTY SQUARE HOMEOWNERS ASSOCIATION, INC. ("First Amendment to Bylaws") is made and entered into this 4th day of February, 2016, by GBR PROPERTIES, INC., an Oklahoma for profit corporation, whose post office address is 3114 East 81st Street, Tulsa, OK 74137 (the "Declarant")

WITNESSETH

WHEREAS, Liberty Square Homeowners Association, Inc. is a Florida not for profit corporation operating and existing under the laws of the State of Florida;

WHEREAS the Bylaws of Liberty Square Homeowners Association, Inc. ("Bylaws") were recorded as an Exhibit to the Declaration of Covenants, Conditions, and Restrictions for Liberty Square, which was recorded in Official Records Book 7563, Page 723 of the Public Records of Polk County, Florida ("Declaration");

WHEREAS, Declarant was assigned Declarant's rights by virtue of that certain Warranty Deed recorded October 29, 2010 in Official Records Books 8249, Page 32, Public Records of Polk County, Florida;

WHEREAS, Article 6.6 of the Bylaws provides that the Declarant shall have, until the termination of the Class "B" Control Period, the authority to unilaterally amend the Bylaws;

WHEREAS, the Declarant desires to amend the Bylaws as more fully set forth below; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made a part of this First Amendment to Bylaws as if more fully set forth herein.

2. **Amendment.** The Declarant having authority to make such amendments, modifies the Bylaws as follows (additions are indicated by underlining; deletions are indicated by ~~strikeouts~~):

a. Article 2.6 shall be amended as follows:

The Association's Secretary shall cause written notice stating the place, day, and hour of any Association meeting to be given in any manner permitted by Florida law. If permitted by statute, notice may be posted in a conspicuous, prominent place within the Community. ~~Otherwise, it shall be delivered by hand delivery, or sent by facsimile, electronic mail, or other electronic determines in its discretion, to provide personal notice to Members, so long as that method of notice is not prohibited by statute. Notice shall be given at least 10 but not more than 60 days before the date of the meeting. written notice shall be mailed at least 15~~

days before such meeting to each Member entitled to vote there at, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice.

In case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting other than as stated in the notice. Each First Mortgagee may designate a representative to attend special meetings, but the Association shall have no duty to provide notice of meetings to any Mortgagee.

~~If posted, notice shall be deemed delivered when posted. If mailed,~~ The notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the Association's records, with postage prepaid. If sent by facsimile, electronic mail, or such other electronic communication device, notice shall be deemed delivered when transmitted to the Member at his or her address or number as it appears on the Association's records. Failure to receive actual notice of an Association meeting shall not affect the validity of any action taken at such meeting.

b. Article 2.12 shall be amended as follows:

Except as these By-Laws or the Declaration otherwise provide, after the Class "B" Control Period, Members or their proxies entitled to cast ~~45%~~ 10% of the total Class "A" votes in the Association shall constitute a quorum at all Association meetings. Before expiration of the Class "B" Control Period, the Class "B" Member or its proxy shall constitute a quorum at all Association meetings. If no quorum is present at such a meeting, the meeting may be adjourned and reconvened on a later date. ~~At such reconvened meeting, Members or their proxies entitled to cast 10% of the total Class "A" votes in the Association and the Class "D" Member, if such exists, shall constitute a quorum.~~

3. Effect of this Amendment. Except as modified by, all other terms and provisions of the Bylaws shall remain applicable, unchanged, and in full force and effect.

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IN WITNESS WHEREOF, the undersigned has caused this First Amendment to Bylaws of Liberty Square Homeowners Association, Inc. to be executed as of the date set forth adjacent to its signature below.

WITNESSES

DECLARANT

GBR PROPERTIES, INC., an Oklahoma for profit corporation.

Jaime Perkins
Print Name: Jaime Perkins

Russell A. Richardson
Print Name: Russell A. Richardson
As Its: CEO

Kathryn Bennett
Print Name: Kathryn Bennett

STATE OF Oklahoma)
COUNTY OF Tulsa)

This instrument was acknowledged before me on this the 24th day of February, 2016 by Russell A. Richardson as Executive Vice President of GBR PROPERTIES, INC., an Oklahoma for profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

My Commission Expires: 07/01/19

Jaime Perkins
Notary Public in and for the State of Oklahoma
Print Name Jaime Perkins

