Bramble Pointe Homeowners Association, Inc.
c/o MAY Management Services
11100 Bonita Beach Rd. Ste 101
Bonita Springs, FL 34135

November 19, 2024

To: Bramble Pointe Homeowners

From: Bramble Pointe Board of Directors

Date: Monday, December 9, 2024 4:00 PM

Subject: 2025 Proposed Budget, 2025 Landscape Contract and Other Matters

A budget meeting of the Bramble Pointe HOA will be held on December 9, 2024 at 4:00 pm.
This will be a virtual meeting using Go To Meeting. Immediately following this meeting will be a special meeting

Bramble Pointe Budget Meeting

Please join my meeting from your computer, tablet or smartphone.
https://meet.goto.com/883388941

You can also dial in using your phone.
Access Code: 883-388-941
United States: +1 (224) 501-3412

Get the app now and be ready when your first meeting starts:
https://meet.goto.com/install

AGENDA

1. Roll Call
2. Review and Adopt 2025 Budget
3. 2025 Landscape Contract
4. Update on Collections
5. Discussion of community Bramble Pt. arbors and Palmery maze renovations
6. Director Certification Seminars
7. Homeowner Questions and Comments
8. Adjournment

Enclosed are the following:
1. Proposed 2025 Budget
2. Special Meeting Notice
3. Proposed Amendment Changes
4. Proxy

BRAMBLE POINTE AT TWINEAGLES
OPERATIONS BUDGET FOR 2025
Units 41

	Estimated 2024 Actual	2024 Budget	2024 Cost/Unit Quarter	Proposed 2025 Budget	2025 Cost per Quarter	2025 Cost per Month	2025 Cost/Unit Year
ADMINSTRATION							
5120 INSURANCE	1,900.00	1,900.00	475.00	1,960.00	490.00	163.33	47.80
5125 ACCOUNTING	2,190.00	2,132.00	533.00	2,239.00	559.75	186.58	54.61
5130 LEGAL FEES	4,960.00	1,956.00	489.00	3,000.00	750.00	250.00	73.17
5135 LICENSES & TAXES	62.00	62.00	15.50	62.00	15.50	5.17	1.51
5140 MANAGEMENT FEES	7,680.00	7,680.00	1,920.00	7,920.00	1,980.00	660.00	193.17
5165 CONTINGENCIES	-	3,008.00	752.00	3,008.00	752.00	250.67	73.37
5160 OFFICE SUPPLIES/POSTAGE	1,841.00	1,500.00	375.00	1,500.00	375.00	125.00	36.59
5165 MISCELLENEOUS	-	162.00	40.50	-	-	-	-
5170 WEBSITE	1,090.00	1,090.00	272.50	1,140.00	285.00	95.00	27.80
TOTAL ADMINSTRATION	19,723.00	19,490.00	4,872.50	20,829.00	5,207.25	1,735.75	508.02
GROUNDS							
6010 LANDSCAPE MAINTENANCE-HOMES	50,732.00	65,292.00	16,323.00	55,440.00	13,860.00	4,620.00	1,352.20
6020 LANDSCAPE/TREE REPLACEMENT	7,317.00	8,052.00	2,013.00	9,000.00	2,250.00	750.00	219.51
6025 MULCH/PINE STRAW	10,310.00	10,310.00	2,577.50	10,900.00	2,725.00	908.33	265.85
6030 TREE TRIMMING	7,500.00	8,400.00	2,100.00	8,970.00	2,242.50	747.50	218.78
6050 IRRIGATION REPAIRS - HOMES	8,237.00	7,380.00	1,845.00	7,380.00	1,845.00	615.00	180.00
TOTAL GROUNDS	84,096.00	99,434.00	24,858.50	91,690.00	22,922.50	7,640.83	2,236.34
UTILITIES							
7050 WATER/SEWER - UNITS/COMMON GROUNDS	25,836.00	25,836.00	6,459.00	27,120.00	6,780.00	2,260.00	661.46
TOTAL UTILITIES	25,836.00	25,836.00	6,459.00	27,120.00	6,780.00	2,260.00	661.46
COMMOM GROUNDS							
6510 COMMON GROUNDS MAINTENANCE	4,100.00	3,660.00	915.00	3,697.00	924.25	308.08	90.17
TOTAL OTHER EXPENSE	4,100.00	3,660.00	915.00	3,697.00	924.25	308.08	90.17
TOTAL EXPENSE	**133,755.00**	**148,420.00**	**37,105.00**	**143,336.00**	**35,834.00**	**11,944.67**	**3,496.00**
COST PER UNIT BEFORE PRIOR YEAR SURPLUS	**3,262.32**	**3,620.00**	**905.00**	**3,496.00**	**874.00**	**291.33**	
PRIOR YEAR		-	-	-	-	-	-
COST PER UNIT		**3,620.00**	**905.00**	**3,496.00**	**874.00**	**291.33**	

	Month			Quarter			Year			
BRAMBLE POINT AT TWIN EAGLES	**2023**	**2024**		**2023**	**2024**		**2023**	**2024**		
Operating Cost Variance	**301.67**	**291.33**	**10.33**	**905.00**	**874.00**	**31.00**	**3,620.00**	**3,496.00**	**124.00**	0.97
TOTAL PAYMENTS	**301.67**	**291.33**	**10.33**	**905.00**	**874.00**	**31.00**	**3,620.00**	**3,496.00**	**124.00**	

November 19, 2024

BRAMBLE POINTE AT TWINEAGLES RESIDENTS' ASSOCIATION, INC.
NOTICE OF SPECIAL MEETING OF THE MEMBERS

A special meeting of the members of Bramble Pointe at TwinEagles Residents' Association, Inc. is scheduled for Monday, December 9, 2024. The meeting will be held via **GO TO MEETING** video/teleconference only, and will begin immediately following adjournment of the meeting of the Board of Directors, which is scheduled to begin on Monday, December 9, 2024 at 4:00 p.m. The meeting instructions are as follows:

Please join my meeting from your computer, tablet or smartphone.
https://meet.goto.com/883388941

You can also dial in using your phone.
Access Code: 883-388-941
United States: +1 (224) 501-3412

Get the app now and be ready when your first meeting starts:
https://meet.goto.com/install

AGENDA

1. Call to order and determination of the presence of a quorum.

2. Vote on proposed Amendments to the Declaration of Covenants, Conditions and Restrictions for Bramble Pointe at TwinEagles and to the Bylaws of Bramble Pointe at TwinEagles Residents' Association, Inc.

3. Adjournment.

Copies of the proposed amendments are enclosed with this Notice for your review, along with a Limited Proxy. Meeting credentials to connect via **GO TO MEETING** are printed above. **It is *very important* that your vote by proxy be returned as soon as possible, so that a quorum can be established for the meeting.** Even if you attend the meeting via video/telephone conference, your proxy must be physically returned so that your vote can be recorded. Please see instructions for the return of your Limited Proxy below.

PROXY INSTRUCTIONS

1. On the first line, fill in your street address.

2. If you wish your proxyholder to be someone other than the Association Secretary, fill in the name of an alternative proxyholder in the second line.

3. Check "Yes" or "No" to all questions being voted on. You must check your preference; your proxyholder cannot vote the question for you. If you do not check either "Yes" or "No", your vote will not be counted.

4. **After marking your proxy, please date, sign and print your name where indicated.** Once your proxy is completed, you may return your proxy in the enclosed proxy return envelope; you may drop your completed proxy off to the Association Manager, at May Management, located at 11100 Bonita Beach Road, Unit #101, Bonita Springs, FL, 34135; or you may scan and then email a copy of your completed proxy to the Association Manager at *kbloom@maymgt.com*. ***IT IS VERY IMPORTANT THAT YOUR PROXY BE COMPLETED, SIGNED AND RETURNED TO THE ASSOCIATION; A RETURN EMAIL STATING THE OWNER'S VOTE IS NOT SUFFICIENT.***

LIMITED PROXY

The undersigned, as owner or designated voter of street address _____, in Bramble Pointe at TwinEagles, appoints _____ or the Secretary of the Association, as my proxyholder to attend the meeting of the members of Bramble Pointe at TwinEagles Residents' Association, Inc. to be held Monday, December 9, 2024 immediately following the meeting of the Board of Directors scheduled to begin at 4:00 p.m. **The meeting will be held via GO TO MEETING video/telephone conference only. The connection information for GO TO MEETING is located on the meeting Notice, which is enclosed with this proxy.** (*Note: If no other proxyholder is named above, the Secretary shall be the proxyholder)* The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below:

GENERAL POWERS: I hereby authorize and instruct my proxyholder to use his or her best judgment on all non-substantive matters which properly come before the meeting.

LIMITED POWERS: (For your vote to be counted on the following issues, you must indicate your preference in the blanks provided below).

I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTER AS INDICATED BELOW:

1. Should the proposed amendment adding a new Section 1.15 to the Declaration of Covenants, Conditions and Restrictions for Bramble Pointe at TwinEagles, adding definitions for "Personal Assessment" or "Charge" be approved? (A copy of the proposed amendment is provided with this Proxy.)

_____Yes **_____No**

2. Should the proposed amendment to Section 4.1 of the Declaration of Covenants, Conditions and Restrictions for Bramble Pointe at TwinEagles, removing references to the Developer, be approved? (A copy of the proposed amendment is provided with this Proxy.)

_____Yes **_____No**

3. Should the proposed amendment to Section 4.5 of the Declaration of Covenants, Conditions and Restrictions for Bramble Pointe at TwinEagles, clarifying owner responsibility for liens and allowing for late fees to be collected by the Association for delinquent accounts, be approved? (A copy of the proposed amendment is provided with this Proxy.)

_____Yes **_____No**

4. Should the proposed amendment to Section 4.6 of the Declaration of Covenants, Conditions and Restrictions for Bramble Pointe at TwinEagles, clarifying the Association's position regarding the priority of liens, be approved? (A copy of the proposed amendment is provided with this Proxy.)

_____Yes **_____No**

5. Should the proposed amendment to Section 4.7 of the Declaration of Covenants, Conditions and Restrictions for Bramble Pointe at TwinEagles, removing references to condominium units and adding language clarifying that no payment by check is deemed received until the check has cleared, and requiring all payments to the Association to be made in United States currency or by wire transfer of United States Funds, from a United States bank which is physically located within the United States, be approved? (A copy of the proposed amendment is provided with this Proxy.)

_____Yes **_____No**

6. Should the proposed amendment adding a new Section 4.9 to the Declaration of Covenants, Conditions and Restrictions for Bramble Pointe at TwinEagles, giving the Association the power, right and authority to advance funds on behalf of a defaulted Owner if necessary to accomplish the needs of the Association, be approved? (A copy of the proposed amendment is provided with this Proxy.)

_____Yes **_____No**

7. Should the proposed amendment adding a new Section 4.10 to the Declaration of Covenants, Conditions and Restrictions for Bramble Pointe at TwinEagles, giving the Association the right to accelerate the due date of the entire unpaid balance of the Parcel's assessments for that fiscal year if any special assessment or installment of a regular assessment as to a Parcel becomes more than thirty (30) days past due, and a Claim of Lien is recorded, be approved? (A copy of the proposed amendment is provided with this Proxy.)

_____Yes **_____No**

8. Should the proposed amendment adding a new Section 4.11 to the Declaration of Covenants, Conditions and Restrictions for Bramble Pointe at TwinEagles, establishing guidelines for the removal of personal property of Owners after the Association successfully completes a foreclosure on the Parcel, if the Owner has not removed personal property from the foreclosed premises, be approved? (A copy of the proposed amendment is provided with this Proxy.)

_____Yes **_____No**

9. Should the proposed amendment adding a new Section 4.12 to the Declaration of Covenants, Conditions and Restrictions for Bramble Pointe at TwinEagles, permitting a Personal Assessment or Charge to be levied against any Owner, and such Owner's lessees, guests, invitees, and occupants of their Parcel, who cause damage to any portion of the Common Areas as a result of an intentional act, misuse, negligence or otherwise, and also against any Owner who does not meet their maintenance obligations under the Governing Documents including the Rules and Regulations, be approved? (A copy of the proposed amendment is provided with this Proxy.)

_____Yes **_____No**

10. Should the proposed amendment to Section 7.1 of the Declaration of Covenants, Conditions and Restrictions for Bramble Pointe at TwinEagles, adding specific provisions for the maintenance, repair and replacement of the irrigation system serving the Parcels and the landscaping materials on the Parcels be approved? (A copy of the proposed amendment is provided with this Proxy.)

_____Yes **_____No**

11. Should the proposed amendment to Section 7.2 of the Declaration of Covenants, Conditions and Restrictions for Bramble Pointe at TwinEagles, providing that the Owner shall be responsible for the replacement of shrubbery, sod, plants and trees on the Owner's Parcel be approved? (A copy of the proposed amendment is provided with this Proxy.)

_____Yes **_____No**

12. Should the proposed amendment to Section 4.1 of the Bylaws of Bramble Pointe at TwinEagles Residents' Association, Inc., providing for Board determination of either 3 or 5 members at least 60 days before the Annual Meeting each year, with each serving a one year term, and providing that Directors shall be elected by the members as described in Section 4.15 of the Bylaws be approved? (A copy of the proposed amendment is provided with this Proxy.)

_____Yes **_____No**

13. Should the proposed amendment to Section 4.2 of the Bylaws of Bramble Pointe at TwinEagles Residents' Association, Inc., adding specific qualifications for Board candidates be approved? (A copy of the proposed amendment is provided with this Proxy.)

_____Yes **_____No**

14. Should the proposed amendment adding a new Section 4.15 to the Bylaws of Bramble Pointe at TwinEagles Residents' Association, Inc., adding specific requirements for the election of Directors be approved? (A copy of the proposed amendment is provided with this Proxy.)

_____Yes **_____No**

Dated: _____

_____
Signature of UNIT OWNER or DESIGNATED VOTER

_____
Printed Name of UNIT OWNER or DESIGNATED VOTER

SUBSTITUTION OF PROXYHOLDER

The undersigned, appointed as proxyholder above, designates _____ to act as substitute proxyholder for me if I am unable to attend the meeting for which the proxy is given.

Dated:_____

_____
Signature of PROXYHOLDER

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRAMBLE POINTE AT TWINEAGLES

The Declaration of Covenants, Conditions and Restrictions for Bramble Pointe at TwinEagles shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. A new Section 1.15 shall be added to the Declaration to read as shown below:

1.15 "Personal Assessment" or "Charge" means any legal or equitable indebtedness of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

2. Section 4.1 of the Declaration shall be amended to read as shown below:

4.1 Creation of Lien and Personal Obligation for Assessments. Subject to the limitations on assessment liability set forth in Sections 4.3 and 4.4, ~~Developer, for~~ the Owner of each Parcel within the Neighborhood, hereby covenants, and each subsequent Owner of any Parcel (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(A) the Parcel's pro rata share of annual assessments based on the annual budget adopted by the Association;

(B) the Parcel's pro rata share of special assessments for Association expenditures not provided for by annual assessments;

(C) any charges against less than all of the Parcels specifically authorized in this Declaration or the Association Bylaws; and

(D) any charges properly levied against individual parcel owner(s), pursuant to this Declaration, without participation from other owners.

(E ~~D~~) initial capital contributions payable at closing to the Association as determined by the Association ~~Developer~~.

Assessments shall be established and collected as provided herein and in the Bylaws. The annual and special assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives,

THE MURRELL LAW FIRM, P.A. ■ Attorneys at Law ■ 5415 Jaeger Road, Suite B ■ Naples, FL 34109
Phone (239) 302-3607

successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee. Except as provided elsewhere in this Declaration as to ~~the Developer and~~ Institutional Mortgagees, no Owner may be excused from the payment of assessments unless all Owners are similarly excused.

3. Section 4.5 of the Declaration shall be amended to read as shown below:

4.5 Establishment of Liens. Any and all assessments levied by the Association or collected on behalf of the Association in accordance with the provisions of this Declaration or any of the Governing Documents, together with interest at the highest rate allowed by law, late fees and costs of collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Parcel against which each such assessment or charge is made, and shall also be the personal obligation of the Owner of each Parcel and Living Unit assessed, and each subsequent Owner of any Parcel. This lien is superior to any homestead rights the Owner may acquire. The Association's lien shall relate back to the original recording of the Declaration. No Owner may exempt himself from personal liability for assessments or release the Parcel ~~Unit~~ owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Neighborhood Common Area, or by abandonment of his Parcel ~~unit~~; the lien shall be perfected from and after the recording in the Public Records of the County of a Claim of Lien by the Association, setting forth the description of the Parcel, the name of the record owner, the name and address of the Association, the amount and due date of each unpaid assessment as of the date the Claim of Lien is recorded and the effectiveness of the lien shall relate back to the date of recording this Declaration. A Claim of Lien shall secure all payment of all assessments due at the time of recording (including interest, costs and attorney's fees as provided above), as well as all assessments, interest, late fees, costs and attorney's fees coming due subsequently, until the Claim is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a Satisfaction of Lien.

4. Section 4.6 of the Declaration shall be amended to read as shown below:

4.6 Priority of Liens. The foregoing notwithstanding, the Association's lien for unpaid assessments shall be subordinate and inferior to: the lien of all municipal, county, state and federal taxes, assessments and other levies which by law would be superior thereto; and the Master Association's continuing lien. The Association's lien shall be subordinate and inferior to the lien of any recorded first ~~Institutional~~ m~~M~~ortgage, but only to the extent required by the Homeowners' Association Act, as amended from time to time, unless the Association's Claim of Lien was recorded prior to the first ~~Institutional~~ m~~M~~ortgage, but shall be superior to, and take priority over any other mortgage or lien regardless of when recorded. The above subordination shall in no way extinguish the liability of a first mortgagee for any monetary obligations owed to the Association. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming

by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment coming due after foreclosure or conveyance in lieu of foreclosure. If the mortgagee of a first mortgage of record acquires title to a Parcel as a result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, the first mortgagee shall be liable for the share of common expenses or assessments attributable to the Parcel, which came due prior to the first mortgagee's acquisition of title, to the fullest extent provided by the Homeowners' Association Act, as the same may be amended from time to time. Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section, shall be treated as a special assessment divided equally among, payable by and assessed against all Parcels, including the Parcel as to which the foreclosure (or conveyance in lieu of foreclosure) took place. No acquirer of title to a parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

5. Section 4.7 of the Declaration shall be amended to read as shown below:

4.7 Collection of Assessments. If any Owner fails to pay any Assessment, or installment thereof, within ten (10) days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on such assessment or charge, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late payment penalty of up to twenty-five dollars ($25.00). This penalty shall not be considered a fine as provided for in Section 11.3, and the procedural requirements for levying fines set forth therein shall not apply.

(B) To deny Association approval of any proposed sale or transfer of the Owner's Parcel and Living Unit.

(C) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the same manner as that provided pursuant to ~~Florida law for the foreclosure of liens on condominium units for unpaid condominium assessments, unless~~ the Act, as amended from time to time ~~otherwise requires~~.

(D) To bring an action at law for a money judgment against the Owner without waiving any lien foreclosure rights of the Association.

(E) No payment by check is deemed received until the check has cleared. However, when the check clears, the payment shall be credited as of the date the Association received the check. All payments must be made in United States currency or by wire transfer of United States Funds and paid through banks or financial institutions physically located within the United States.

6. A new Section 4.9 shall be added to the Declaration to read as shown below:

4.9 Advance. The Association shall have the power, right and authority to advance on behalf of a defaulted Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of the Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default. Such amounts incurred by the Association are collectible from the Owner and are secured by the lien on the Parcel.

7. A new Section 4.10 shall be added to the Declaration to read as shown below:

4.10 Acceleration. If any special assessment or installment of a regular assessment as to a Parcel becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Parcel's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the acceleration, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

If a Parcel Owner fails to pay in full all assessments due under a lien and said default shall continue into a new fiscal year, the Association shall have the right to accelerate the due date of the entire balance of the Parcel's assessments for that fiscal year as well. The due date for all accelerated assessments for that fiscal year shall be the first day of that fiscal year. The right to accelerate a new fiscal year's assessments shall be exercised by sending to the delinquent Owner a notice of the acceleration, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

8. A new Section 4.11 shall be added to the Declaration to read as shown below:

4.11 Removal of Property. After the Association successfully performs a foreclosure on the Parcel, if the Owner does not remove personal property from the foreclosed premises, such property will be deemed forfeited to the Association and the Association may authorize removal and may sell or donate such forfeited property after ten (10) days written notice by certified mail addressed to the Parcel Owner at the last known address or at such address on record as provided to the Association by the Owner. Such remedy shall be in addition to all other remedies available to the Association under applicable laws, or Rules and Regulations established by the Board, including the right to compel removal of the property and right to impose any and all fines.

THE MURRELL LAW FIRM, P.A. ■ Attorneys at Law ■ 5415 Jaeger Road, Suite B ■ Naples, FL 34109
Phone (239) 302-3607

9. A new Section 4.12 shall be added to the Declaration to read as shown below:

4.12 Personal Assessment or Charge. Any Owner, and such Owner's lessees, guests, invitees, and occupants of their Parcel, who cause damage to any portion of the Common Areas as a result of an intentional act, misuse, negligence or otherwise shall be subject to a Personal Assessment, or Charge, to be levied against such Owner. A Personal Assessment or Charge may also be levied against any Owner who does not meet their maintenance obligations under the Governing Documents including the Rules and Regulations, after having received reasonable written notice and an opportunity to cure the violation, resulting in the Association being required to take corrective action and incur expense. Such Personal Assessments or Charge shall be collected by lien under this Section 4. of the Declaration, as if an assessment.

10. Section 7.1 of the Declaration shall be amended to read as shown below:

7.1 Association Maintenance. The Association shall maintain, repair and replace those items set forth in this Section and elsewhere in this Declaration. All maintenance, repair and replacement which is the responsibility of the Association shall be a common expense, unless the Association undertakes maintenance, repair or replacement of those portions of a Parcel for which an Owner is responsible, due to an Owner's failure to undertake the maintenance, repair or replacement. The Association is responsible for the protection, maintenance, repair and replacement of the Neighborhood Common Area. The Association shall maintain; and repair ~~and replace~~ lawns, landscaping and irrigation located on each Parcel.; ~~but~~ As to the Parcels, the Association shall maintain, repair and replace all portions of the irrigation system serving a Parcel; and maintain the landscaping materials on the Parcels, including mowing, fertilizing, edging, trimming, pruning and replacement of sod, and such costs shall be a Common Expense. The replacement of shrubbery, sod, plants and trees on an Owner's Parcel shall be the sole responsibility and cost of the Owner. The time clocks will be placed within the utility easements on one (1) or more Parcels and controlled by the Association. Owners may request of the Association the times for watering their Parcels, but the Association shall have full control of such timing. As to the landscaping on the Parcels, any change or enhancement to the landscape design and materials originally installed requires approval by the Architectural Reviewer which may increase maintenance and condition of appearance requirement for the Parcel and the Owners will be required to pay for such increased landscaping costs. Except for those maintenance items specifically enumerated in this Paragraph 7.1 the Association shall not be responsible to maintain, repair or replace all or any portion of a Parcel or the Dwelling Unit or other Improvement constructed thereon. The Association and all Owners are prohibited from trimming, pruning, or removing trees, shrubs or similar vegetation on any portion of the Golf Course, Golf Course Easement, Access and Utility Easement, Stormwater Management Easement or Preservation Easement (as those terms are defined in the Master Association Declaration) except in the manner and to the extent (if permitted) in the Master Association Declaration.

11. Section 7.2 of the Declaration shall be amended to read as shown below:

7.2 Owner Maintenance. Parcel Owners shall maintain, repair and replace in a safe, clean, orderly and attractive condition those portions of the Parcel, Living Unit and any other improvements located thereon which are not otherwise maintained, repaired or replaced by the Association. The replacement of shrubbery, sod, plants and trees on the Owner's Parcel shall be the sole responsibility and cost of the Owner. If an Owner makes any modifications, installations or additions to his Parcel or the Neighborhood Common Area, the Owner and his successors in title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the cost of repairing any damage to the Neighborhood Common Area resulting from modifications or additions. Whenever an Owner contracts for maintenance, repair or replacement, alteration, addition or improvement of any portion of the Parcel, whether with or without approval from the Architectural Reviewer, such Owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

AMENDMENTS TO THE BYLAWS OF BRAMBLE POINTE AT TWINEAGLES RESIDENTS' ASSOCIATION, INC.

The Bylaws of Bramble Pointe at TwinEagles Residents' Association, Inc. (hereinafter the "Bylaws") shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

12. Section 4.1 of the Bylaws shall be amended to read as shown below:

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be either three (3) or five (5), the exact number to be determined by the Board of Directors from time to time, at least sixty (60) days before the Annual Meeting. ~~The initial Directors shall be appointed by and shall serve at the pleasure of the Developer. At the Transition meeting, and subsequently,~~ Directors shall be elected in accordance with Chapter 720, Florida Statutes and these Bylaws. Directors shall be elected by the members as described in Section 4.15 below. ~~Prior to the Transition meeting, the Association shall solicit candidates and any eligible person may place his or her name in nomination. Nominations from the floor shall be accepted only if required by Chapter 720, Florida Statutes. At the Transition meeting, the two (2) Directors who receive the highest number of votes shall be elected to two (2) year terms, and the remaining director elected shall serve an initial one (1) year term. In the event of a tie vote, or if there are three (3) or fewer candidates, then the candidates shall mutually agree or shall draw lots to determine who shall serve the initial two (2) year term.~~ Thereafter, all directors shall serve one (1) ~~two (2)~~ year terms.

A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below.

13. Section 4.2 of the Bylaws shall be amended to read as shown below:

4.2 Qualifications. Each Director must be an Owner or the Primary Occupant, or the spouse of the Owner or Primary Occupant. A person who is delinquent in the payment to the Association of any assessment, fee, charge or monetary obligation is not eligible for Board membership and may not be a candidate for the Board. Convicted felons must wait at least five (5) years after their civil rights have been restored before being eligible to be a candidate for the Board. Candidates must meet all other requirements and restrictions for candidacy provided for by the Homeowners' Association Act or these Bylaws. ~~Directors appointed by the Developer need not be members. Directors elected by the membership must be a member or the spouse of a member. If a unit is owned by a corporation, partnership, limited liability company or trust, any officer, director, partner, manager, managing member, or trustee, as the case may be, shall be eligible to be a Director.~~

14. A New Section 4.15 shall be added to the Bylaws to read as shown below:

4.15 Elections. In each annual election the members shall elect by written, secret ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided for by law.

(A) First Notice; Candidates. Not less than sixty (60) days before the election, the Association shall mail or deliver, or electronically transmit to Parcel owners who so consent, to each Parcel owner entitled to vote, a first notice of the date of the election. The first notice may be given by separate Association mailing or electronic transmission or included in another Association mailing, delivery or electronic transmission, including regularly published newsletters. Any Parcel owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days before the annual election. Notice shall be deemed effective when received by the Association. A person must be eligible to be a candidate to serve on the Board of Directors at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the Board of Directors. Candidates may not be nominated from the floor at the meeting at which the election is to be held.

(B) Second Notice; Candidate Information Sheets. If there are more candidates than there are Directors to be elected, balloting is required, and at least fourteen (14) days before the election, the Association shall mail, deliver, or electronically transmit to Parcel owners who so consent, a second notice of election to all Parcel owners entitled to vote in the contested election, together with a ballot which shall list all qualified candidates in alphabetical order, by surname. This notice may also include the notice of the annual meeting required by Section 3.3 above. Upon timely request

of a candidate, an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association.

(C) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, there shall be appurtenant to each Parcel as many votes for Directors as there are Directors to be elected, but no Parcel may cast more than one (1) vote for any candidate, it being intended that voting for Directors shall be non-cumulative. Tie votes may be broken by agreement among the candidates who are tied, by lot or by any other method required or permitted by law. If there is no agreement among the candidates for such a method, the Association shall proceed with a runoff election, providing a notice of runoff election in accordance with the provisions of this Section 4.15, Paragraph (B) above.

THE MURRELL LAW FIRM, P.A. ■ Attorneys at Law ■ 5415 Jaeger Road, Suite B ■ Naples, FL 34109
Phone (239) 302-3607