



Governing Documents

**Declaration of Restrictions, Limitations,
Conditions and Agreements**
(2008)

Bylaws
(amended 2010)

Certificate of Incorporation
(amended 2006)

BIRD KEY IMPROVEMENT ASSOCIATION, INC.

100 Bird Key Drive
Sarasota, Florida 34236
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**Declaration
of Restrictions, Limitations, Conditions and Agreements**

BIRD KEY SUBDIVISION

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**REVIVED DECLARATION
OF RESTRICTIONS, LIMITATIONS, CONDITIONS AND AGREEMENTS
FOR BIRD KEY SUBDIVISION**

(Revived May 15, 2008)

WITNESSETH:

WHEREAS, the subdivision known as Bird Key (the "Subdivision"), is platted as set forth in Plat Book 11, Pages 20-20F of the Public Records of Sarasota County, Florida, platted as to section corners as set forth in Plat Book 12, Pages 23-23a of the Public records of Sarasota, Florida, and re-platted as to portions of blocks 7, 14 and 16 as set forth in Plat Book 13, Pages 4-4b of the Public Records of Sarasota County, Florida, and;

WHEREAS, the Declaration of Restrictions, Limitations, Conditions, and Agreements encumbering the Subdivision, dated October 15, 1959, are recorded at Official Records Book 196, pages 679 through 690 of the Public Records of Sarasota County, Florida (the "Declaration"); and

WHEREAS, Arvida Realty Co. (the "Sub-divider") was the original owner and developer of all lots in the Subdivision and caused the Declaration to encumber the Subdivision and to be recorded as aforesaid; and

WHEREAS, on or about November 25, 1980, Arvida Corporation, the successor-in-interest to Arvida Realty Co., assigned to BIRD KEY IMPROVEMENT ASSOCIATION, INC., (the "Association") all of its rights, powers, obligations and privileges under the Declaration, all according to the Agreement recorded in Official Record Book 1407, page 1235 in the Public Records of Sarasota County, Florida; and

WHEREAS, as a result of the Marketable Record Title Act, Chapter 712, Florida Statutes, the Declaration has ceased to govern one or more parcels in the Subdivision; and

WHEREAS, pursuant to Part III of Chapter 720 of the Florida Statutes (2007), an Organizing Committee caused each affected parcel owner in the Subdivision to receive a copy of this Revived Declaration of Restrictions, Limitations, Conditions, and Agreements for Bird Key Subdivision (the "Revived Declaration") in addition to the Association's existing Restated Articles of Incorporation , recorded at Official Records of Sarasota County, Florida, instrument #2006064932, on April 7, 2006, a copy of which is attached hereto as Exhibit "A"; the Association's Amended and Restated Bylaws, recorded at Official Records of Sarasota County, Florida, instrument #2007012568, on January 24, 2007, a copy of which is attached hereto as Exhibit "B"; a geographic depiction of the property to be governed by this Revived Declaration , a copy of which is attached hereto as Exhibit "C"; and the legal description of all the parcels that are to be subject to this Revived Declaration and Exhibits A and B above, together with, for each parcel, the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of the county at the time when the Revived Declaration was submitted for approval by the parcel owners, which is attached as Exhibit "D"; and

WHEREAS, after receipt of the above documents, a majority of the affected parcel owners have agreed and consented in writing to the approval of the Revived Declaration, as well as to the Association's existing Restated Article of Incorporation and Amended and Restated Bylaws (the "Other governing documents"); and

WHEREAS, the Revived Declaration and the other governing documents have been submitted to and approved by the Florida Department of Community Affairs in accordance with Section 720.406 of the Florida Statutes (2007) (the "Approval"), a copy of the Approval being attached hereto as Exhibit "E"; and

WHEREAS, the President and Secretary of the Association have executed below this Revived Declaration containing the other governing documents as approved by the Florida Department of Community Affairs in the name of the Association, pursuant to section 720.407 of the Florida Statutes (2007); and

WHEREAS, this Revived Declaration for the Subdivision otherwise complies with the requirements of the law; and

NOW THEREFORE. Bird Key Improvement Association, Inc., a corporation not-for-profit, organized and existing under the laws of the State of Florida, does hereby for itself and its successors and assigns restrict the use, as hereinafter provided, of all of the lots in the Subdivision shown and described on Exhibits "C" and "D" attached hereto; and the Association does hereby place upon said land the following Revived Declaration and hereby declares to and agrees with each and every person who shall be or who shall become an owner of any said lots that said lots, in addition to the ordinances of the City of Sarasota, Florida, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. **OWNERSHIP:** No lot, nor any part thereof, nor any other portion of the property shown on the plat of BIRD KEY SUBDIVISION, according to the plat thereof as recorded in Plat Book 11 at Pages 20-20F, inc., of the public records of Sarasota County, Florida, except Tracts A and B, including the Yacht Club, boat slips site and

gate entrance properties, shall be conveyed or leased to anyone other than a member in good standing of the BIRD KEY IMPROVEMENT ASSOCIATION, INC. Tracts A and B are designed as the yacht club, the boat slips site and gate entrance properties, and are not, therefore, subject to the terms and conditions of the Declaration of Restrictions, Limitations, Conditions and Agreements.

It is a condition of the estate conveyed that the grantee of any deed shall not rent, lease, give, convey or in any other manner transfer the property conveyed to him to any person not at the time of such transfer, lease, gift or conveyances, a member of the BIRD KEY IMPROVEMENT ASSOCIATION, INC. It is specifically understood and agreed that a similar condition will be made by the Subdivider in all other conveyances of similar property in the BIRD KEY SUBDIVISION, the purpose of this and such other conditions being to insure, to all grantees and all other members of the BIRD KEY IMPROVEMENT ASSOCIATION, INC., that their properties in said subdivision shall at all times be occupied by a colony of congenial persons and further, or the purpose of benefiting lands owned by the Subdivider and developed under the same general plan with the grantees of lots in the above-described subdivision.

All grantees of conveyances to lots in the above-described subdivision expressly stipulate and agree for themselves and their heirs, executors, administrators, legal representatives and assigns that in the event proceedings are instituted to foreclose any mortgage on property conveyed in BIRD KEY SUBDIVISION, the Subdivider and its successors or assigns shall have the right to redeem from the mortgage for the amount due thereon or to purchase said property at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings; and should the mortgagor fail to redeem from such mortgage and, in case of such redemption by the Subdivider, the Subdivider, its successors or assigns so redeeming, shall take and have absolute fee simple title to the property redeemed, free from any claim or right of any grantee, his heirs or assigns or the mortgagor, and every person or concern claiming by, through or under him or it.

Nothing herein contained in these reservations and restrictive covenants shall preclude a mortgage institution, banker, a savings and loan association or an insurance company, or any other recognized lending institution from owing a mortgage on any lot or property situated in BIRD KEY SUBDIVISION, and such mortgage institution, banker, savings and loan association, insurance company or other recognized lending institution shall have an unrestricted, absolute right to take title to the property in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof, and the laws of the State of Florida, and to bid upon said property at the foreclosure sale, provided said mortgage institution, banker, savings and loan association, insurance company or other recognized lending institution owning said mortgage shall give to ARVIDA REALTY CO., its successors or assigns, written notice by certified mail of said default at least thirty (30) days prior to the institution of

foreclosure proceedings, and should the said ARVIDA REALTY CO., its successors or assigns, or the BIRD KEY IMPROVEMENT ASSOCIATION, INC., or any member thereof, individually or collectively, fail to purchase said mortgage together with any costs incident thereto from such mortgagee or shall fail to redeem said mortgage, then and in that event, the mortgagee taking title on said foreclosure sale or taking title in lieu of foreclosure sale, may acquire said property and occupy the same and sell and resell the same without complying with the restriction limiting the ownership of said property to members of the BIRD KEY IMPROVEMENT ASSOCIATION, INC.

Any deed or conveyance, directly or indirectly, or any will or judicial proceedings in violation of this covenant, restriction or limitation shall be void and of no effect. No lot or any part thereof or any portion of the property shown on the plat of BIRD KEY IMPROVEMENT ASSOCIATION, INC. shall be leased, used or occupied by anyone other than a member of the BIRD KEY IMPROVEMENT ASSOCIATION, INC., and their immediate family. The provisions of this covenant shall not apply to bona fide domestic servants domiciled upon the premises where they are employed.

2. BUILDING PLANS: For the purposes of further insuring development of the lands in the subdivision as a residential area of high standard, the Subdivider reserves the right to control the buildings and structures placed on each lot.

Whether or not provision therefore is specifically stated in any conveyance of record made by the Subdivider, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, swimming pool, boathouse, dock, aerial, antenna or other structure shall be placed upon said lot unless and until the plans and specifications therefore and the plot plan have been approved in writing by the Subdivider, its successors or assigns. Each such building, wall, swimming pool, boathouse, dock, aerial, antenna or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved.

Refusal of approval of plans and specifications by the Subdivider may be based upon grounds where the plans and specifications do not meet the current standards of the community. No alteration in the exterior appearance of the building or structures shall be made without like approval. All buildings or other structures must be designed by an architect registered in the State of Florida. The Sub-divider herein reserves the right to designate the BIRD KEY IMPROVEMENT ASSOCIATION, INC., through its Board of Governors and its Architectural Committee, or committees, to act for said Subdivider in the approval or rejection of said plans for the enforcement of this restriction, and the said BIRD KEY IMPROVEMENT ASSOCIATION, INC. shall have all power and authority as reserved to this Subdivider for the administration and carrying out of this reservation and restriction.

Such authority shall continue and remain vested in said BIRD KEY IMPROVEMENT ASSOCIATION, INC., until such time as the Subdivider, its successors or assigns, shall cancel the same in writing by an instrument equal in dignity to this Declaration of Restrictions, Limitations, Conditions and Agreements. In the event that for any reason the powers granted herein to said BIRD KEY IMPROVEMENT ASSOCIATION, INC. are terminated by court order or otherwise, then the same shall automatically re-vest in the Subdivider, its successors or assigns.

Should the Subdivider, through the BIRD KEY IMPROVEMENT ASSOCIATION, INC., or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within the subdivision within thirty (30) days after written request therefore, then such approval shall not be required, provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the covenants or restrictions herein contained.

3. SINGLE FAMILY RESIDENCES EXCLUSIVELY: No building shall be allowed or erected on any lot in said subdivision except one (1) single family dwelling house, all for the use and occupancy of one (1) family and attendant domestic servants only, provided that no such building shall exceed two (2) stories in height. All garages, porte cocheres, storage areas, tool cabins, garden houses, etc., must be attached to said dwelling house and be constructed so as to constitute one building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, exclusive of attached garage or porte cochere, of not less than 1,650 square feet for waterfront homes and not less than 1,500 square feet or non-waterfront homes.

4. SETBACK LINE: No building shall be erected upon any lot so that any part of said building shall be closer than thirty (30) feet to any front boundary line of said premises, which line extends along street or highway, or so that any part of said building is closer than ten (10) feet to any side lot line or closer than fifteen (15) feet to any rear lot line, or ten (10) feet to any other boundary line of said premises. Those lots which back up to a waterway shall not be closer than thirty (30) feet from the seawall line of said premises. Where lots have curved property lines, setback distance shall be taken at right angles with tangents to the curve. All other setbacks shall measure at right angles to the property line. No building shall be erected on a corner so that the setback from the street on which the building faces is less than thirty (30) feet or so that the setback from the side street is less than twenty (20) feet.

5. EXCEPTIONS TO SETBACK RESTRICTION: Terraces, walls, fences, low platforms or steps, swimming pools and similar low, unroofed and unscreened construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties, and shall be determined by the Subdivider shall be in compliance with the prevailing city zoning regulations. No construction of this type may be erected without

written approval of the Subdivider. No structure, wall, fence or hedge over four (4) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any lot within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way or faces on the waterway or over six (6) feet in height within ten (10) feet of any other boundary. line of any lot, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Restriction 4 above.

6. EASEMENTS: The Subdivider herein reserves, for itself, its successors or assigns, a five foot easement along the rear of each lot for public utility purposes, and a similar reservation on or in the three (3) foot strip along the sidelines of each lot. The Subdivider reserves the right to assign any and all easements presently existing or hereinafter granted for the installation of utilities or other uses by it deemed to be necessary for the service of said lands, and any walls, fences, paving, planting or other improvements placed thereon by the owner of the property on which the easement lies shall be removed, if required, by the Sub-divider or its assigns at the expense of the owner of any lot. Where there is located on one or more lots, or portions thereof, a single residence under a single ownership, then the three (3) foot easement shall not be located along the sidelines of each lot out along the sidelines of the combination of lots or portions thereof.

7. UNDERGROUND WIRING: No lines or wires for communication or the transmission of current shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in conduits, and as to any part or parts of said wires or lines which shall be without the dwelling house, the same shall be constructed or placed and maintained underground.

8. RESTRICTED USE OF BOATS, SEAWALLS, BOAT SLIPS: No seawall, dock, or boat slip, piers or mooring post shall ever be placed or constructed upon any lot unless the same shall be constructed according to plans, specifications, elevations, types and designs approved by the Subdivider, its successors or assigns, in writing. Should the Subdivider fail to approve or disapprove of said plans within thirty (30) days after written request therefore has been made, then such approval shall not be required. No vessel or boat shall be anchored offshore in any of the waterways adjacent to the subdivision so that the same shall in anywise interfere with navigation. No boat house shall be constructed on or adjacent to any of the waterfront lots in the subdivision, nor shall any boat canal be dug or excavated in any of the waterfront lots without the same being approved by the Subdivider, its successors or assigns.

The interior waters of the various canals transversing portions of the subdivision shall not be used or navigated by anyone who is not an owner, lessee or occupant of a lot in the subdivision or a guest or member of the family of such owner, lessee or occupant. No lot shall be increased in size by filling the water on which it abuts.

9. RE-SUBDIVIDING: No lot or contiguous group of lots shall ever be re-subdivided or re-platted in any manner which would bring about a greater number of lots than that shown on the plat of the above-described subdivision for the same area. A residential site may consist of one (1) or more lots; all of one lot, one lot and a part of a contiguous lot or lots; or any other combination of contiguous parts of lots which shall form one plot of land suitable for use as a site for a residence, provided that it extends from the fronting street to an existing real property line or canal, but no site which changes the lot as originally planned, shall have a front or rear dimension of less than is contained in the smallest adjoining lot shown on the original plat of the subdivision.

10. NUISANCE: Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on any lot. No advertising sign of any character shall be displayed or placed upon any of the premises or lots in said division, including "For Rent" or "For Sale" signs. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be a detriment to the subdivision or a fire hazard. In the event that any owner shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse pile or other unsightly growth of objects, then the subdivider, its successors or assigns, may enter upon said lands and remove the same and the said Subdivider does hereby grant, until further notice, to the BIRD KEY IMPROVEMENT ASSOCIATION, INC. the right to enforce this provision which seeks to eliminate nuisances of all nature, kind and description.

All garage doors shall be closed except as are required to be opened for purposes of ingress and egress. The use of any garage, carport, driveway or parking area which may be in front of, adjacent to or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to or a part of any lot as a habitual parking place for boats or trailers is prohibited. The parkway located between the pavement and the lot line of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The terms "Commercial Vehicles" shall include all automobiles, trucks and vehicular equipment, as well as station wagons, which shall bear signs or shall have printed on the sides of same reference to any commercial undertaking or enterprises. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a violation of the use and nuisance restrictions of this Declaration.

11. SUBDIVIDER'S OPTION TO PURCHASE IF SOLD: In the event any grantee of any lot in the BIRD KEY IMPROVEMENT ASSOCIATION, INC. desires to sell the same, together with its improvements, if any, the property shall be offered for sale to the Subdivider at the same price at which the property is about to be sold and said Subdivider shall have fifteen (15) days within which to exercise its option to purchase said property. Should the Subdivider fail or refuse, within the said fifteen (15) days after

receipt of written notice, to exercise its option to purchase such property at the price and on the terms at which it is about to be sold, then the owner of said property shall have the right to sell property subject to each and every restriction, limitation, condition and agreement herein contained. Each grantee shall notify the Subdivider of the name of his prospective purchaser, his residence address and his business and social affiliation.

12. MAINTENANCE OF PARKWAYS: The owners of the lots in the said subdivision shall be responsible for the maintenance of parkways located between their lot lines and streets upon which said lots face. The owners thereof shall likewise maintain their hedges, plants and shrubs in a neat and trim condition at all times.

13. DEVIATIONS: The sub-divider, its successors or assigns, hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of the grantees of other lots adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, use of boats, seawalls and boat slips, option to purchase, mortgage redemption privileges, building plans, signs, architectural committee, maintenance of parkways, garbage disposal, clotheslines, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision by the original Subdivider, its successors or assigns, and the grantees of other lots except as against the lot where such deviation is permitted.

Subdivider reserves the right to use property owned by it for a period of two (2) years in conflict with the restrictions contained herein.

14. GARBAGE DISPOSAL AND CLOTHESLINES: The grantee will provide sanitary disposal for all garbage and rubbish. Such disposal shall be either underground or in concrete binds, fully enclosed and covered.

The grantee shall not place upon his premises clotheslines which may be visible either from the street or from the rear of said premises, and, in particular, where said properties back on waterways. Such clotheslines must be enclosed in a hedge or other protective enclosure, the nature and form of said clotheslines and protective enclosures to be approved by the Subdivider as a part of the plans for the improvements to be located on the property.

15. REMEDIES FOR VIOLATIONS: In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the subdivider, or by virtue of any judicial proceedings, the Subdivider and the owners of the lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Subdivider shall have the

right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

16. SUBDIVIDER MAY ASSIGN: ARVIDA REALTY CO. may assign any and all its rights, powers, obligations and privileges under this instrument to the BIRD KEY IMPROVEMENT ASSOCIATION, INC., or to any other corporation, association or person.

17. VOTING INTEREST: The voting interest of each parcel owner shall be the same as the voting interest of the parcel owner under the previous governing documents.

18. ASSESSMENT OBLIGATIONS: The proportional-assessment obligations of each parcel owner shall be the same as the proportional-assessment obligations of the parcel owner under the previous governing documents.

19. AMENDMENTS: Except as otherwise stated herein, these restrictions, limitations, conditions, and agreements may be amended at any time with the approval of no less than two-thirds of the affected parcel owners.

20. DURATION OF RESTRICTIONS: The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude upon and in the lands conveyed in BIRD KEY SUBDIVISION, running with the land, and shall remain in full force and effect for seventy-five (75) years from the recordation date of these revived restrictions, limitations, conditions and agreements herein, at which time they shall automatically extend for successive periods of ten (10) years each unless by a vote of the majority of the then owners of the residential lots of this subdivision, it is agreed to change them in whole or in part.

IN WITNESS WHEREOF, the President and Secretary of the Association, respectively, on behalf of the Membership, has caused their hands and seals to be attached to this Revived Declaration for Bird Key Subdivision; on this 10th day of June, 2008.

Bird Key Improvement Association, Inc.



(Corporate Seal)

John C. Laurie
By: John Laurie, its PRESIDENT

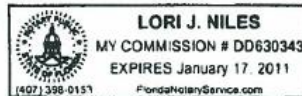
Randy Schweitzer
Attest: Randy Schweitzer, SECRETARY

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, personally appeared John Laurie, who is personally known to me or produced _____ as identification, and who, after being duly sworn, acknowledged and affirmed that he is the President of Bird Key Improvement Association, Inc. and that he executed the foregoing instrument as his free act and deed as such officer for the use and purpose therein mentioned, and that said instrument is the free act and deed of said Association.

WITNESS my signature and official seal in Sarasota County and the State of Florida on this 10th day of June, 2008.

Lori J. Niles
Name of Notary Public
My Commission Expires



STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, personally appeared Randy Schweitzer, who is personally known to me or produced _____ as identification, and who, after being duly sworn, acknowledged and affirmed that he is the Secretary of Bird Key Improvement Association, Inc., that he attested the foregoing instrument as his free act and deed as such officer for the use and purpose therein mentioned, and that said instrument is the free act and deed of said Association.

WITNESS my signature and official seal in Sarasota County and the State of Florida on this 10th day of June, 2008.

Lori J. Niles
Name of Notary Public
My Commission Expires:



This Instrument Prepared by:
The Law Firm of JAMES L. ESSENSEN
By: James L. Essenson, Esq.
2071 Main Street
Sarasota, Florida 34237
Telephone: (941) 954-0303

**BYLAWS
OF
BIRD KEY IMPROVEMENT ASSOCIATION, INC.
March 10, 2010**

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PREAMBLE
TO THE AMENDED AND RESTATED BYLAWS OF THE
BIRD KEY IMPROVEMENT ASSOCIATION, INC.

Nothing contained in these Bylaws is intended to restrict or abate the intent of any of the provisions of the Declaration of Restrictions, Limitations, Conditions and Agreements or of the Articles of Incorporation of the Bird Key Improvement Association, Inc., except those that have been nullified by legislation or court decisions.

The word "Declaration," when used in these Bylaws, shall mean the Declaration of Restrictions, Limitations, Conditions and Agreements of the Bird Key Subdivision, Sarasota County, Florida, as amended.

The pronouns "him," "he," or "his," when used in these Bylaws, are intended to be without reference to gender, i.e., they refer to either or both sexes.

The word "Board," when used in these Bylaws, shall mean the Board of Directors of the Bird Key Improvement Association, Inc. "Board of Directors" is synonymous with "Board of Governors."

The word "Association," when used in these Bylaws shall mean the Bird Key Improvement Association, Inc.

Bird Key Subdivision is located in Sarasota, Florida and all references herein to Bird Key Subdivision are to it.

**AMENDED AND RESTATED BYLAWS
OF THE
BIRD KEY IMPROVEMENT ASSOCIATION, INC.**
(Amended March 10, 2010)

Bird Key Improvement Association, Inc., a corporation not for profit organized pursuant to the laws of the State of Florida, the Articles of Incorporation of which are filed at the office of the Florida Secretary of State, has adopted the following as the bylaws of the Association.

ARTICLE I- IDENTIFICATION

- A. The name of this corporation is Bird Key Improvement Association, Inc., and hereinafter the corporation shall be referred to as the Association.
- B. The principal office of the Association is at 100 Bird Key Drive, Sarasota, Florida 34236, but may be at such other place as may be designated by the Board of Directors of the Association.

ARTICLE II – MEMBERSHIP

A. Types of Members

1. Regular Members:

a. A regular member must hold a freehold estate in one or more lots of Bird Key Subdivision solely or with other persons or entities as joint tenants, tenants-in-common, or tenants by the entirety. If such title is vested in more than one person or entity, only one of such persons or entities shall be a regular member. An entity may be, but is not limited to, a corporation, trust, partnership or LLC.

An entity shall designate a natural person as the representative of the entity for all purposes hereof and register promptly with the Association the name, address, and all additional information required by the Association. The term "representative," shall include such representative's successor as designated by the entity. All designations of representatives shall be subject to approval by the Association Board of Directors to insure the reasonable longevity of all such designations.

b. One successor co-owner, if a natural person, whether joint, in common, or by the entirety, of a Bird Key Subdivision lot, shall become a regular member of the Association upon the death of the existing regular member, and shall not be required to pay a transfer fee.

2. **Special Members:** All natural persons, at the time they acquire co-ownership of Bird Key Subdivision realty with a regular member, shall become special members of the Association.

B. Obligations and Rights of Members

1. Regular Members:

- a. Shall have the exclusive right to one vote for each lot owned by them at Association membership meetings and such vote(s) will be binding on all of their co-owners of those lots.
- b. May allow their property to be occupied only by:
 - i) Members of their immediate families.
 - ii) Lessees who have signed written leases with a term period of not less than sixty (60) days. A maximum of two leases per year will be allowed.
 - iii) Attendant domestic employees.
 - vi) All occupants that do not meet the above criteria will be considered lessees.
- c. May transfer their memberships to a co-owner when they have surrendered their Membership Certificate to the Association and when the co-owner completes and returns to the Association a Membership Information form.
- d. Shall provide to the Association, prior to occupancy by lessees, a copy of the subject lease document.
- e. Shall, no later than closing date of the purchase of Bird Key Subdivision realty, complete and return to the Association the Membership Information form provided by the Association along with a copy of the contract pursuant to which the property was purchased, the transfer fee and the affidavit provided by the Association.
- f. Shall be liable for penalties arising from violations committed by their co-owners, lessees or other legal occupants.

2. Special Members:

- a. Shall be entitled to all the rights and privileges of regular members except the right to vote.
- b. Shall be jointly liable with the regular member for fees, dues and assessments levied with respect to their property and for penalties imposed upon the regular member.

3. Provisions Common to All Members:

- a. Termination of membership shall not relieve the terminated member of liability for assessments for which he was liable as a member.
- b. Each member shall comply with the provisions of the Certificate of Incorporation and Bylaws as amended from time to time, the Declaration, and rules and regulation promulgated by the Board. Non-compliance by any member shall subject that member and his or its co-owners to joint and several liability for any consequent penalties.
- c. All members shall sign and return to the Association a properly attested affidavit acknowledging receipt of a copy of the Certificate of Incorporation, the Association Bylaws, and the Declaration, and therein agree to comply with the terms thereof.
- d. All members shall receive a Membership Certificate signed by the President or Vice President, and the Secretary, designating the membership classification and stamped with the corporate seal of the Association. Evidence of membership may be required at all membership meetings.
- e. All members are bound by the contract, of which the Certificate of Incorporation and Bylaws as amended from time to time, and the Declaration are essential parts, between the Association and each member.
- f. Each member grants permission to the Association and its designated agents to enter upon his or its lots to insure compliance with the Certificate of Incorporation the laws, the Declaration and the Board's rules and regulations.
- g. Each member shall commence construction or renovation of his property within sixty (60) days of receiving the Association's permit therefore, and will complete the project within a reasonable time after commencement, as determined by the Board.
- h. Membership in the Association shall terminate upon the death or dissolution of a member, or upon the transfer of his or its title to Bird Key Subdivision property.
- i. All grantees of lots in Bird Key Subdivision and all members (if there is a difference) agree that in the event proceedings are started to foreclose any mortgage on their Bird Key Subdivision property, the Association shall have the right to redeem said mortgage from the mortgagee for the market or appraised value of the property, or to purchase the property at the foreclosure sale for the market or appraised value.

C. Membership Meetings, Notices and Voting Rights

1. The regular annual membership meeting of this Association shall be held on the first Tuesday of March of each year or on such other day in March of each year as the Board may designate by resolution from time to time.

2. The Secretary shall provide to each regular member at least thirty (30) days notice of the date, time and place of each annual meeting, and notice of the agenda, which shall include the Board's proposals, if any. The Secretary shall provide at least twenty (20) days such notices of each special membership meeting, which the Board is hereby empowered to call. Notices shall contain sufficient information about any proposal(s) to be submitted so that members may vote knowledgeably on it or them. Notice of a special meeting shall include the purpose or purposes for which it is called.
3. The order of business at an annual meeting shall be as follows:
 - a. Call to order by the President and the President's report.
 - b. Secretary's report of the numbers of members present.
 - c. Approval of minutes of previous meeting.
 - d. BKIA Budget.
 - e. Committee reports.
 - f. Old business.
 - g. New business.
4. The Board shall present for membership voting any proposal submitted to it in writing at least forty-five (45) days before any membership meeting is to be held, signed by at least fifteen (15) members:
 - a. If such proposal demands a special membership meeting, it shall be accompanied by a check for \$500.00 payable to Bird Key Improvement Association, Inc., the money to be used to defray costs of preparation and mailing of notices, and the Board shall thereupon arrange for a special membership meeting to be held within sixty-five (65) days after receipt of the proposals and check.
 - b. The Board shall be bound by membership votes at an annual or special meeting, provided such proposals have been presented in the manner and time prescribed above.
 - c. Subject to reasonable rules as promulgated by the board, any member may tape record or videotape a meeting.

ARTICLE III - BOARD OF DIRECTORS

A. Meetings, Vacancies, Quorum

The Board shall meet once a month at a time and place determined by the Board. Notice thereof shall be posted on the Association office door at least forty-eight (48) hours before the meeting. All members are entitled to attend but not to speak unless they have requested audience, in writing disclosing their subject matter, on or before the first day of the month in which the meeting is to be held.

Any member may speak on an agenda item placed there by petition of the voting interests, without prior approval, for a period no longer than three minutes. Members have the right to attend all meetings of the board and to speak on any matter placed on the agenda by petition of the voting interests for at least three (3) minutes. The association may adopt written reasonable rules expanding the right of members to speak and governing the frequency, duration, and other manner of member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for members wishing to speak.

Special meetings may be called by the President or, in his absence, the Vice President, or on the call of a majority of the Board. At least five (5) days notice specifying the purposes, time, place and date of a special Board meeting shall be mailed to each director. A quorum of the Board shall determine all matters before it except as otherwise provided herein or in the Certificate of Incorporation. A Director may waive notice of a meeting before, at or after the meeting. A majority of the Board members shall constitute a quorum.

Interim vacancies occurring on the Board shall be filled by a regular member within sixty (60) days by the remainder of the Board for such period and shall expire not later than the next annual membership meeting. The unexcused absence of a member of the Board from more than three (3) meetings of the Board within any fiscal year of the Association shall be considered the submission of the resignation of such member, effective upon acceptance of such resignation by the Board. A Director who knowingly violates or ignores the mandates and restrictions of the Declaration, Bylaws, and Board rules, or who fails or refuses to carry out his assignments, shall be discharged as a Director, subject to two-thirds approval of the Board.

B. Nomination and Election Procedure

Number of directors: Terms: Process: The Board of Directors shall consist of seven (7) to eleven (11) directors as provided in the Articles of Incorporation of the Association. The Board, from time to time as it may determine, shall designate by resolution the number of directors to be elected at the next succeeding regular annual meeting and the terms of each. The Board will seek to create a Board of Directors composed of groups, each group consisting of an equal number of directors, as near as may be, and staggering the terms of each group.

For example, the Board may provide for staggering the terms of directors by dividing the total number of directors into three groups, with each group containing one-third of the total, as near as may be. In that event, the terms of directors in the first group expire at the first annual shareholders' meeting after their election, the terms of the second group expire at the second annual shareholders' meeting after their election, and the terms of the third group, expire at the third annual shareholders' meeting after their election. Additions or reductions in the number of directors shall be accommodated by adding to or taking from a group or groups so as to keep the number of directors in each group equal, as near as may be.

Nomination Procedure: A nominating committee of not less than three (3) persons, shall be appointed by the President, with the consent and approval of the Board, not less than sixty (60) days prior to the date of the annual membership meeting. At least thirty (30) days prior to the date of the annual meeting, the nominating committee shall submit to the Board the names of regular members, or spouses of regular members residing with a resident regular member, as nominees for election to the Board in a number-equal to the number to be elected at the next succeeding regular annual meeting. The Board will retain final approval of all nominees submitted by the nominating committee. Not less than twenty-five (25) days prior to such annual meeting the Board shall mail notices to the regular members stating the names of the persons proposed by the nominating committee. Such notice shall also call attention to and outline the procedure for placing in nomination the names of additional regular members or said spouses.

Additional names of regular members or said spouses may be placed in nomination by written petition signed by at least ten (10) regular members and bearing a statement of each proposed nominee, over the nominee's signature that, if elected, the nominee will serve on the Board for the term for which the petition nominates him. Such nominating petitions shall be delivered to the Secretary of the Association at least fourteen (14) days prior to the annual meeting at which the election is to occur. Each such nominating petition shall be accompanied by a fee to be used for costs of preparation of ballot forms and mailing. Such fee will not be required if the prescribed nomination petition is received by the Secretary at least sixty (60) days prior to the date of the annual meeting.

Election Procedures: At least twenty-five (25) days prior to the next regular annual membership meeting, the Secretary shall mail a ballot forms to each-regular member as shown on the books of the Association. Each-regular member may cast as many votes to which he is entitled for as many nominees as there are offices to be filled on the Board. Votes may not be cumulative. Ballots may be voted in person at the meeting or as absentee ballot.

To have their ballots counted as absentee ballots, members must sign their name, write in their addresses and either mail or hand deliver them directly to the Secretary not later than 1:00 p. m. of the day preceding the regular annual membership meeting. Votes may be cast individually for each nominee. Solicitation of proxy votes is not permitted. No person may control more than two proxy votes.

If there are more nominees than openings, the President will ask for discussion on the nominees. The ballots shall indicate which nominees were submitted through the nominating process. Upon conclusion of discussion, members will mark their ballots and have them deposited into a ballot box. The Secretary shall maintain security of the ballot box and deliver the same to the election supervisors.

Election supervisors shall be appointed by the President with the consent and approval of the Board prior to the date of the election. A nominee shall not be an election supervisor. The election supervisors shall open the ballot box and count the ballots received. Thereafter, the election supervisors shall tabulate the votes cast for each nominee, including all absentee ballots. Nominees shall be elected to office by plurality of votes cast. The election supervisors shall certify the results of the election to the annual membership meeting. Such certificate shall be made a part of the Minutes of the meeting.

In the event there are no nominees for election to the Board other than those nominated by the nominating committee, the Secretary shall omit the preparation and mailing of ballots as prescribed in the preceding paragraph and election of such nominees shall be by voice vote at the annual membership meeting, upon proper motion by a member of the nominating committee.

Any director may be recalled and removed from the board by a majority vote at a membership meeting. The procedure and notice for removal is the same as required for election to the board.

C. Business Affairs and Accounting Procedures of the Association

The Board of Directors shall conduct the business and affairs of the Association and shall have control and jurisdiction of all of the property and facilities thereof. For the purpose of preserving the beauty, restrictions and desirability of Bird Key Subdivision as an exclusive residential and recreational development, the Board shall make rules and regulations governing the acquisition and use of the properties of the Association and governing the use and maintenance of the properties of the members of the Association located in Bird Key Subdivision. The Association shall not capitalize any fixed assets it acquires except real property. Costs of fixed assets other than real property shall be recorded as an expense in the month they are incurred.

D. Assessments

1. At the time of acquisition of title to any lot or of two contiguous lots in Bird Key Subdivision, the transferee, whether already a member or not, shall pay to the Association a transfer fee in an amount to be determined by the Board from time to time.

2. A member of the Association shall pay to the Association an amount equal to the then current transfer fee each time he or it enters into an agreement to lease his or its Bird Key Subdivision real estate.

3. The Board may assess annual dues against each regular member of the Association to promote and finance Association purposes. Such assessments shall be based upon entire and fractional lots owned by each member, fractional lot owners being jointly and severally liable with each other for all such assessments on any particular lot. Any yearly increase in dues may not exceed 100% of the then existing dues without membership approval.

4. Some of the purposes for which such assessments may be made are:
 - a. Enforcement of Bird Key Subdivision deed restrictions, rules and regulations governing the use of property of the Association and of its members.
 - b. Employment of security guards and an office manager.
 - c. Acquisition of realty in Bird Key Subdivision.
 - d. Maintenance of Bird Key Subdivision properties and the elimination of nuisances thereon pursuant to paragraph 10 of the Declaration.
 - e. To cover administrative costs.
 - f. Such other purposes consistent with the Declaration, Articles of Incorporation and Bylaws as the Board may deem appropriate.

5. Subject to the provisions of Article XI, the Board may not levy assessments, other than those for transfer fees, dues, penalty fines and penalty costs, without the prior approval of the membership at an annual or special meeting held for, among other reasons, such purpose. The notice of such a meeting shall contain sufficient information about the purposes for which the proceeds of the assessment will be used so that members may vote knowledgeably on the proposal.

- a. A special assessment is one required for the purpose of undertaking a single project for which the Board has no specific authorization.

6. Nothing set forth herein shall limit the right of the Board to levy a fine or impose other penalties against a member for violations of restrictions, maintaining nuisances and failing to pay fines and penalties.

7. Assessment statements shall be mailed to the most recent address recorded by the Association of each regular and limited member and shall be due upon his or its receipt thereof.

8. Any assessment not paid within sixty (60) days of the due date shall bear interest at the rate of 18% per annum, from the due date, in addition to any penalties imposed.

ARTICLE IV – OFFICERS

A. Election and Qualifications

The officers of the Association shall be a President, one or more Vice Presidents, a Treasurer and a Secretary. Only the President and Vice Presidents need be members of the Board of Directors or members of the corporation. The offices of Secretary and Treasurer may be held by the same person. The officers shall be elected by the Board at its first meeting after the annual membership meeting for a term of one (1) year or until the election of their successors, and announcement thereof made in the first periodic mailing to members.

B. Duties of the President

1. The President shall:
 - a. Be the chief executive officer of the Association and shall preside at all meetings of the membership and at all meetings of the Board.
 - b. Have the usual rights, duties and obligations incident to the office of the President of a corporation.
 - c. Be an ex officio member of all committees of the Association and may appoint any committee he deems desirable.
 - d. Supervise the Office Manager.
 - e. After retirement, at the invitation of the Board, shall serve as an advisor to the Board for the year following his term as President and shall be entitled to participate in all proceedings of the Board except the right to vote.

C. Duties of Vice President

A Vice President, as designated by the Board, shall have the rights, authority and obligations of the President during the absence, illness or disability of the President.

D. Duties of the Secretary

1. The Secretary shall:
 - a. Cause to be kept accurate minutes of all meetings of the Board and of the members. He shall give notice of all special meetings of the Board and all meetings of the members in accordance with these Bylaws or resolutions of the Board.
 - b. Provide a Membership Information form to each new-regular and limited member and maintain the completed form in the member's file.

- c. Issue Membership Certificates and keep a record of names, addresses and phone numbers of members and their lessees, and such other information as the Board deems appropriate.
- d. Perform all other duties required by the Board.
- e. Maintain a separate record of all variances granted.
- f. Assist the Office Manager and delegate to him such duties as the Board allows him to do.

E. Duties of the Treasurer

1. The Treasurer shall:

- a. Keep complete and accurate books of account of all receipts and disbursements of the Association.
- b. Collect, receipt for, deposit and disburse the money of the Association as directed by the Board.
- c. Present a comprehensive and complete financial statement of the Association at the annual membership meeting.
- d. Furnish the Board with financial information that it requests from time to time.
- e. Perform other duties as the Board may direct.
- f. Invest Association funds in stocks, bonds, certificates of deposit or other commercial paper only upon resolution of the Board.
- g. Make all disbursements drawn on the Association account by checks signed by two officers designated by the Board.
- h. Help supervise the Office Manager with respect to duties he assigns to the latter.

2. In the absence of the Treasurer, the duties of the Treasurer shall be performed by an officer or employee designated by the Board. The Treasurer shall only be responsible for the performance of the duties of this office performed under the Treasurer's direction or supervision. The Board may by resolution require that officers or employees entrusted with funds of the corporation obtain good and sufficient fidelity bonds for the faithful performance of their duties before engaging in the performance of their duties.

ARTICLE V – COMMITTEES

A. The Standing Committees of the Association Shall be:

The Executive Committee
The Finance Committee
The Landscape Committee
The Architectural Committee
The Compliance Committee
The Mediation Committee

1. No committee action or approval of plans shall be undertaken or made without the approval (by signature in the case of plans) of at least two (2) members of the Committee involved.

2. The chairman of each committee shall be appointed and may be replaced by the Board, which may delegate such duty to the President.

3. The Board may from time to time create additional committees and define their duties, or may delegate such power to the President, and may abolish such committees if it deems such action appropriate.

B. Executive Committee

The Board may by resolution appoint the President, a Vice President and one other officer of the corporation as an executive committee to conduct the business and affairs of the corporation between meetings of the Board. The Executive Committee shall have the powers, authorities and obligations set forth in the resolution establishing the Executive Committee, provided, however, the Executive Committee shall not be empowered to levy assessments against members of the corporation, or fill vacancies in office occurring on the Board.

C. Finance Committee

The Finance Committee shall consist of three members of the Board, which may delegate the appointment thereof to the President. The members shall serve until their successors have been appointed. The Committee shall have such duties as are determined by the Board.

D. Architectural Committee

1. The Architectural Committee shall consist of three Board members who shall be appointed by the Board or, at the option of the Board, by the President. They shall serve until their successors are appointed and shall maintain a close liaison with the Board.

2. The Architectural Committee shall examine and approve or disapprove plans and specifications for the construction and exterior alteration of all structures, including but not limited to pools, pool cages, walls, sea walls, roofs, planters, and all landscaping requiring plans. It will submit recommendations for or against any and all variances to the Board for approval.

3. The Committee may base its disapproval of plans and specifications if the plans and specifications do not meet the current standards of the community. The Committee will be guided by the high standards of beauty, design, and value of other residential structures in the Subdivision.

4. Approval by the Committee shall not mean approval of the engineering or architectural soundness nor of the value of any structure approved, and the Association assumes no liability therefore.

5. The Committee shall, for the purpose of insuring compliance with the Bylaws, Declaration, and Articles of Incorporation, inspect any property on the occasions of:

- a. a written complaint signed by one or more members;
- b. construction or exterior alteration, including painting of structures, buildings and/or landscaping;
- c. the sale of a property;
- d. the development of patently unsightly conditions, primarily of, but not limited to roofs and yards;
- e. the development of circumstances or conditions deemed by the Committee to make inspection necessary.

E. Compliance Committee

1. The Compliance Committee shall consist of three Board members, one of whom shall be a member of the Architectural Committee, to be appointed by the Board, which may allow the President to make the appointments.

2. The primary duties of the Compliance Committee shall be to inspect premises on which violations of the Bylaws, Declaration or Certificate of Incorporation have been reported, to enforce compliance by providing notice to any offending member and an opportunity to cure violations, and to impose penalties on members and liens on properties when appropriate.

F. Landscape Committee

1. The Landscape Committee shall consist of at least one Board member and other Board or non-board members as appointed by the Board or, at the option of the Board, by the President. They shall serve until their successors are appointed. There is a maximum of five (5) members and the Committee shall have such duties as determined by the Board.

2. The Landscape Committee shall examine and approve or disapprove plans and specifications for additions or alterations to the landscape. The Committee may base

its' disapproval of plans and specifications if the specifications do not meet the current standards of the community. The Committee will be guided by the high standards of the beauty, design and value of other residential structures within the subdivision.

G. Mediation Committee

1. The Mediation Committee shall consist of three (3) non-board members. The purpose of the Mediation Committee is to reach a settlement of a dispute between an Association member and the Board.

2. The Mediation Committee may recommend fines or other penalties if needed. It may also side with the member. The Committee makes its recommendation(s) to the Board with the reasons for its decision. The Board may or may not follow the recommendation of the committee. However, if the Committee makes no recommendation to fine, the Board cannot impose a fine. This process is required by FL Statute.

**ARTICLE VI - SETBACKS, PROHIBITIONS,
RESTRICTIONS AND NUISANCES**

A. Setback and Height Limits

1. No building shall occupy more than two (2) lots.

2. No building shall exceed thirty-seven (37) feet in height, to the highest ridge line, excluding decorative features such as chimneys, cupola's, etc., which may not exceed six (6) feet in height, measured from the elevation of the street center line.

3. No structure, such as a gazebo, shed, garage, pergola, etc. shall be constructed that is not attached to and an integral part of the residential building.

4. No building shall be constructed so that any part shall be closer (measurements to be taken perpendicular to lot lines or to the tangents of curved lot lines) than:

- a. Forty-two (42) feet from the dirt side of the curb of the street it faces.
- b. Ten (10) feet from any side lot line, except a lot line covered by a residence occupying two lots.
- c. fifteen (15) feet from the rear boundary line of any non-riparian lot.
- d. In the case of corner lots, thirty (30) feet from the lot line parallel to the street it faces and twenty (20) feet from the lot line parallel to the side street.

e. thirty (30) feet from any waterway boundary line.

5. A Hedge or line of continuous shrubs, bushes or other vegetation shall not exceed twelve (12) feet above finished grade level. No structure, wall, fence, hedge or line of contiguous shrubs, bushes or other vegetation shall exceed four (4) feet above finished grade level within twenty-five (25) feet of the street or waterway boundary.

No wall or fence shall exceed six (6) feet in height, above finished grade level on any other part of a lot. Pilasters, ornamental decorations and lights shall not exceed eighteen (18) inches in height above the fence or wall.

6. No dock, mooring post, davit or boat lift shall be located within fifteen (15) feet of any side boundary line of a lot.

7. No dock shall extend into a canal more than 20% of the canal's width, nor more than fifty (50) feet into the open bay.

8. Pool cages on interior (garden) lots may be constructed to within five (5) feet of the rear property line.

B. Variances

1. Variances shall be granted only by the Board upon recommendation of the Architectural Committee, and shall not constitute a waiver of these provisions with respect to any other lot in Bird Key Subdivision or to any other members.

2. In the event a variance is granted, the Board shall, by written resolution, specify the reasons therefore, and shall obtain from the member granted the variance a written agreement containing a detailed description of the variance, the reasons for granting it, and acknowledgement of receipt of the established fees, which the Board may change from time to time.

3. A fee determined by the Board shall be charged to each person requesting a variance.

C. Prohibitions and Restrictions

1. No boat lift shall be designed to lift boats to a height at which the superstructure of the boat will be deemed, in the sole opinion of the Architectural Committee, unreasonably to interfere with the view of other waterway residents.

2. No boat moored or docked adjacent to a Bird Key Subdivision lot shall be used as a dwelling for more than seven days within a six-month period of time beginning with the use as a residence.

3. No personal property shall be brought into Bird Key Subdivision for the purpose of being sold, nor shall any personal property be displayed outdoors, in any estate or garage sale.

4. No estate or garage sale shall be held before 10:00 a.m. or after 4:00 p.m. in Bird Key Subdivision, nor shall such be conducted for more than two consecutive days within a calendar year. A permit is required for all garage/estate sales to ensure proper traffic control and/or assistance. The permit application must be received by the BKIA office seven (7) days prior to the sale.

5. No tennis court shall be installed on any lot in Bird Key Subdivision, nor shall any structure be installed on any lot on which a residential building has not been erected.

6. No member shall convey any real property in Bird Key Subdivision to any person or corporation without giving fifteen (15) days prior written notice of such intended conveyance to the Association so that it might exercise its option to purchase. This restriction shall not apply to conveyances made for no or nominal consideration, such as transfers of title between co-owners and trustees by inheritance and by actual gifts to family members. .

7. No asphalt shingle, flat sheet metal or wooden shingle roofs shall be installed on any building in Bird Key Subdivision, whether on new or renovation construction, or for mere roof replacement.

8. Chain link fences will not be permitted.

9. Sound barriers must be placed around all exterior mechanical equipment (pool filters, air conditioners, heat pumps, etc.). Sound barriers must meet City Code. No mechanical equipment (air conditioners, pool pumps, etc.) may be placed in the setback areas.

10. Professional construction and professional landscape work is allowed Monday thru Friday from 8:00AM to 6:00PM, on Saturday from 9:00AM to 5:00PM and no professional construction or professional landscape work is allowed on Sunday or holidays.

11. Any lot that has remained inactive or vacant for 60 calendar days must be hydro-seeded.

12. Lawn and plant areas may not be installed or changed to hardscape (stone, shell, mulch or equivalent). Lawns may be replaced with ground cover or drought resistant plants. Xeriscape is allowed. Xeriscape, by legal definition (FL Statute 373.185) are live plants that conserve water. Just turning off the water is not xeriscape. Stone, shell or mulch may only be used for pathways and as plant bed accent. Lawn and landscape plants must be maintained in a healthy condition all twelve (12) months of the year (fertilized, watered and cut).

13. No Asphalt is allowed on new or resurfaced driveways.

D. Nuisances

The following are deemed to be nuisances and are absolutely prohibited:

1. Farm animals kept on any lot.
2. Vegetable gardens on any lot.

3. Advertising signs of any character except security alarm identification signs, as well as "For Rent" and "for Sale" signs, on any lot or building. "Open House" signs, without other printing thereon, displayed from 1:00 p.m. to 4:00 p.m. on Sundays, in front of the residence that is open, and signs containing a direction arrow, located at one adjacent corner, shall not be deemed nuisances.

4. The conduct of any business, profession, manufacturing, commerce or other occupation that provides or otherwise causes additional traffic on any lot or in any building.

5. Accumulated trash, unless contained in City provided containers, or other containers acceptable to the Board.

6. Unsightly building exteriors, surrounding facilities, lawns, trees and grass over five (5) inches high, and lawns not maintained in a healthy condition year round (fertilized, watered and cut). In the event that any owner shall fail or refuse to keep the demised premises free of weeds, underbrush, refuse piles or other unsightly growth of objects, the Association may enter upon said lot and remove same. This will be at the owner's expense.

7. Unsightly, unrepaired and uncompleted roofs.

8. Open garage doors except when opened for egress and exit and for aiding in maintenance of the premises.

9. Habitual, frequent or persistent parking of commercial and recreational vehicles, boats and trailers, in any driveway or yard, except for motor homes, which may be so parked for a period of no more than two weeks in any six month period beginning on the first date of parking. "Commercial Vehicles" shall include all vehicles overtly bearing any reference to a commercial enterprise.

10. Boats in disrepair or in a condition inconsistent with the aesthetics of the subdivision, in any waters adjacent to or in the Bird Key Subdivision.

11. Boats moored or docked in waters adjacent to or in the Bird Key Subdivision so as to interfere with navigation or marine traffic.

12. Boats lifted to a height which, in the sole and unfettered opinion of the Architectural Committee substantially interferes with the view of other waterway residents.

13. Parking on any lot in Bird Key Subdivision for more than 72 hours, a motor vehicle that is unlicensed, inoperable, or derelict in appearance as determined by the Board.

14. Conducting any maintenance or repair (except routine minor maintenance) on any motor vehicle, boat or trailer, except when done in a closed garage.

15. Allowing any seawall to become in disrepair or unsightly, or failing to replace a collapsed seawall promptly.

16. Allowing construction debris to accumulate on any lot in Bird Key Subdivision for a period in excess of 24 hours unless it is concealed from the adjacent roadway and waterway in containers approved by the Board.
17. Allowing dead trees or shrubs to remain on any lot.
18. Allowing trash or trash containers in front yards except for the 24 hours during which a collection or pick-up is scheduled.
19. Placing or maintaining artificial grass, plants or other artificial vegetation in the yard of any lot without written approval of the Board.
20. Allowing trees and other vegetation to overhang streets at a height of less than twelve (12) feet.
21. Allowing any vegetation to create a condition that the Board deems a traffic hazard.
22. All pools must be maintained at all times, including when the property is vacant, to prevent insect, algae, mold and other growth from occurring.
23. Floodlights and spotlights are not allowed to disturb neighboring properties.
24. Mailboxes and support post must meet USPS-STD-7B standards. Mailboxes and support posts must also be intact and in good repair as described in the BKIA Mailbox Standards and Maintenance Policy.

ARTICLE VII – PLANS AND PERMIT

- A.** None of the following actions shall be commenced without a prior written permit from the Association:
 1. Construction, renovation or demolition of any structure, including, but not limited to, pools, pool cages, seawalls, walls, roofs, planters and docks, or material change in appearance, including that caused by painting of the exterior of any dwelling in Bird Key Subdivision.
 2. Alteration of the landscaping to include but not limited to grass, rocks, shrubs and trees over 4 inches in diameter measured four (4) feet above the ground. This does not include changes in flowers or replacement of dead shrubs that are under four (4) feet tall.
 3. Erection of any aerial or antenna, except any other than satellite dishes that do not exceed eighteen (18) inches in diameter. Lightening rods are acceptable.
 4. Garage and estate sales.
- B.** The Association will not issue a permit allowing the actions described in subparagraph 1, 2 and 3, immediately above, without first receiving:

1. Two copies of property authenticated plans and specifications for such that comply with the requirements of the Declaration and the Bylaws, and with criteria properly promulgated by the Board.
 2. A plot plan.
 3. A fee payment equal to \$1 per \$1,000 of construction cost, but at least \$10.
- C.** Each such construction, demolition, renovation and alteration must conform to plans permitted.
- D.** All new residential structures and major renovations must be designed, and plans therefore certified, by an architect registered in the State of Florida, and all demolitions and minor renovations must be designed, and plans therefore certified by a registered engineer or architect.
- E.** Landscaping plans shall include the locations and height, if over four (4) feet high, of all trees, and shrubs on the lot. Decorative rocks are to be shown on the plans. Lawn and plant areas may not be installed or changed to hardscape (stone, shell, mulch or equivalent). Lawns may be replaced with ground cover or drought resistant plants. Stone or shell may be used only for pathways and as plant bed accent. Lots must have plants and be pleasant to look at. Xeriscape is allowed. Xeriscape, by legal definition (FL Statute 373.185) are live plants that conserve water. All new and re-landscaped properties must have an engineered drainage system that meets City code requirements and has been approved by the City of Sarasota.
- Removal of grass and plants and replacement of same with shell, rock, stone, mulch, etc. to fill all or most of the lot will not be permitted. No landscaping shall be installed that exceeds 50% of the total yard space in shell, rock stone, mulch, etc. Any area being reworked will not be permitted if it is replaced with more than 50% of the reworked area in shell, rock, stone, mulch or other similar material. The lots must have plants and be pleasant to look at. Xeriscape landscaping is allowed but by definition includes plants. Just turning off the water is not xeriscape.
- F.** All permits must be overtly displayed in a permit box on the premises during the time any construction, demolition, replacement, or alteration is undertaken.
- G.** The Board shall have the right to hire a registered architect or engineer to review the plans and specifications submitted by any member, and the cost of such consultant shall be borne by such member.
- H.** Homeowners shall notify in writing the Architectural Committee when work covered by the permit is completed or when plans are altered during construction for possible inspection by the Board.

- I. The action granted by any permit must begin within ninety (90) days after the date on the permit, or else another permit must be applied for.

ARTICLE VIII - REMEDIES, PENALTIES & ENFORCEMENT

- A. The Board may, after giving proper notice, assess members who violate the provisions of the Declaration and Bylaws a penalty of \$50.00 per day commencing 31 days after notice is mailed to the offending member and continuing until compliance is accomplished or in good faith undertaken.
- B. If provisions set forth in the Declarations and Bylaws can, by their nature, be violated only by a single act or action limited as to time, such as, but not limited to, the conduct of an estate sale, or the commencement of renovation or construction before a permit is subsequently issued by the Association, a fine deemed reasonable by the Board may be imposed upon the offending member.
- C. The failure of a member to pay the transfer fee or an annual or special assessment within sixty (60) days after the Board's mailing of notice of such to him shall result in the imposition of a penalty of \$10 a day until the fee or assessment and penalty are paid.
- D. The failure of a member to pay a fine, other than a \$50 daily penalty, within thirty (30) days after the Board's mailing to such member notice of such shall result in the assessment of a penalty of \$10 a day until the fine and penalty are paid.
- E. In the event of the failure of any member to comply with the provisions of the Certificate of Incorporation, the Bylaws, the Declaration or rules and regulations promulgated by the Board, or to pay assessments, interest, fines and penalties, when due, the Association has the right, in addition to all other remedies, to place a lien on the lot of the offending member for any such assessments, fines and penalties, plus all reasonable attorneys' fees and costs, or, without limitation, to proceed at law or equity including without limitation the foreclosure of any lien placed by the Association, to compel compliance by the member and/or to prevent actual or anticipated violation of the said provisions. In any such event, the Association shall recover all reasonable expenses including, without limitation, attorneys' fees, expert fees, and related costs, from the offending members, jointly and severally. Provided, however, a fine shall not become a lien against a lot.
- F. The Association also has available to it the rights and remedies set forth in paragraph 17 of the Declaration.
- G. No fine or penalty shall exceed **\$5,000.00** in the aggregate.

ARTICLE IX - FISCAL YEAR

The fiscal year of the Association shall begin on January 1 and end on December 31 of each year.

ARTICLE X – SEAL

The corporation seal of the Association shall be engraved with the following: BIRD KEY IMPROVEMENT ASSOCIATION, INC. FLORIDA, 1959, NOT FOR PROFIT." The Secretary shall have custody of the corporate seal that shall be affixed to all instruments of the corporation requiring a seal for proper execution. The Board may adopt other seals in its discretion.

ARTICLE XI - AMENDMENTS

The Bylaws of the Association may be amended by a majority of the members of the Board at a meeting duly noticed for such purpose and will be effective sixty (60) days after the mailing of such amendments to the general membership. A copy of this Bylaw will be included in the mailing. If within the sixty (60) day period written objections signed by 15 percent of regular members are submitted to the Board, by delivery to the BKIA office, then the proposed amendments shall be tabled and presented to the membership for a vote at the next membership meeting.

The Certificate of Incorporation and Bylaws may be amended by a majority of a quorum at a meeting of regular members, duly noticed, pursuant to the following procedure:

- A. Upon proposal by the Board.
- B. A written proposed amendment(s) shall be submitted to the Board at least sixty (60) days prior to such meeting, along with a petition signed by a minimum of twenty-five (25) members. The proponents shall give reasons for their position to the Board, which will provide a recommendation to the membership. At the meeting, the President will ask for discussion, at the conclusion of which a vote shall be taken.

Proposed amendments will be noticed to the membership at least thirty (30) days prior to voting. Approved amendments shall be noticed to membership within thirty (30) days after voting.

ARTICLE XII - INDEMNIFICATION OF OFFICERS AND DIRECTORS

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, suit or proceeding, whether civil or criminal, administrative or investigative (whether or not by or in the name of the Association), by reason of the fact that he is or was a director or officer of the Association, against any and all expenses (including attorney's fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding, except for an officer or director who is adjudged guilty of willful misfeasance or willful malfeasance in the performance of his duties. Such right of indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs and personal representative of such person, provided, however, that if any past or present officer or director sues the Association, other than to enforce this indemnification, such past or present director or officer instituting such suit shall not have the right of indemnification hereunder in connection with such suit.

The Association may purchase insurance to provide funds for the indemnification herein set forth and, if such insurance is purchased but the proceeds of the same are not sufficient to cover the cost of indemnification, then the deficiency shall be paid from the Association funds. If there are insufficient or no such funds, then the Board shall assess the membership to cover the cost of indemnification. The Association reserves the right to select its own investigators and lawyers to defend the indemnity, who must cooperate fully with any such persons in order to be indemnified under the Article.

The Association shall not be liable for any duplication of costs incurred by the indemnity if the Association agrees to defend him, and the indemnity hires others to defend him. The failure of the indemnity to cooperate in the defense of any action taken against him shall be deemed a waiver of his right to a defense or to indemnification by the Association.

This indemnity is contingent upon receipt by the Association, at its business address, from the indemnity of notice, by certified mail within fifteen (15) days of his acquiring notice thereof, of any legal action or claim made against him.

ARTICLE XIII - INTERPRETATION

The interpretation of these Bylaws, when questions concerning them arise in matters involving their application, shall be by the Board of Directors and their decision shall be final and conclusive.

ARTICLE XIV – NOTICES

- A. All notices to members named by the Association by ordinary mail to the mailing list address last provided it by a member shall be deemed sufficient notice to that member.
- B. The date of mailing shall be the date of the notice and the date of mailing of a response, if the postal service is utilized by a member, shall be the date of that member's response to the notice.

7

PREPARED BY and RETURN TO:
Roy E. Dean
Judd, Ulrich, Scarlett & Dean, P.A.
2940 S. Tamiami Trail
Sarasota, FL 34239

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006064932 8 PGS
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CBETHEL Receipt#770690



CERTIFICATE
Bird Key Improvement Association, Inc.

The undersigned, Roy E. Dean, as attorney for the Bird Key Improvement Association, Inc. (the "Association"), hereby certifies that attached hereto is the Restated Articles Of Incorporation of the Association filed with the Florida Department Of State on March 16, 2006.

Dated this 5th day of April, 2006.

Roy E. Dean
Roy E. Dean

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing was acknowledged and subscribed before me this 5th day of April, 2006, by Roy E. Dean, who is personally known to me OR has produced as identification.

L. Chris Ruhl
Notary Public
Print Name: L. CHRIS RUHL
My Commission Expires:



Exhibit "A"

FILED

06 MAR 16 AM 8:44

SECRETARY OF STATE
STATE HOUSE, FLORIDA

CERTIFICATE OF ARTICLES OF RESTATEMENT

BIRD KEY IMPROVEMENT ASSOCIATION, INC.

This is to certify that the Articles Of Restatement of Bird Key Improvement Association, Inc., which are attached to this certificate, restate the association's Articles of Incorporation, and that:

1. the Articles Of Restatement does contain amendments to the articles requiring member approval, and was submitted to the members for approval in its entirety; that the Articles Of Restatement was adopted at a duly called meeting of the members on February 7, 2006, and that the number of votes cast for approval of the Articles Of Restatement was sufficient for approval;
2. that the board of directors of the association duly adopted the restatement.

IN WITNESS WHEREOF the Association has caused this certificate to be executed by its President this 9th Day of February 2006

Bird Key Improvement Association, Inc.

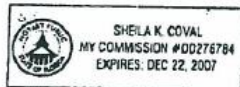
By: Richard Reibman
Richard Reibman, President

(SEAL)

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing was acknowledged before me this 9th day of February by Richard Reibman, President of Bird key Improvement Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who is personally known to me or has produced _____ as identification.

Sheila K. Coval
Notary Public
Print Name: Sheila Coval
My Commission Expires: 12/22/07



**ARTICLES OF INCORPORATION
OF
BIRD KEY IMPROVEMENT ASSOCIATION, INC.**
March 16, 2006

I. NAME	1
II. PURPOSE	1
III. MEMBERSHIP	2
IV. EXISTENCE	3
V. SUBSCRIBERS	3
VI. OFFICERS	3
VII. BOARD OF DIRECTORS	4
VII. BYLAWS	4
IX. AMENDMENTS	4
X. REAL PROPERTY	4
XI. FUNDING	4
XII. COMPENSATION	4
XIII. INDEMNIFICATION	4
XIV. REGISTERED AGENT	5

RESTATED ARTICLES OF INCORPORATION
OF
BIRD KEY IMPROVEMENT ASSOCIATION, INC.
(March 16, 2006)

This is to certify that the Articles of Restatement of Bird Key Improvement Association, Inc., a Florida not for profit corporation, document number 100165, duly adopted by the Board of Directors of the corporation , are herein set forth.

ARTICLE I

The name of this corporation is BIRD KEY IMPROVEMENT ASSOCIATION, INC., and the street address of its principal office is 100 Bird Key Drive, Sarasota, Florida 34236.

ARTICLE II

The purpose for which this corporation is organized is the following:

- A. To preserve and enhance the natural beauty of the properties of the members of this corporation.
- B. To present a united effort for its members in the advancement of the civic welfare of the community in which its members are located, particularly in protecting the properties of the members of the corporation in the residential section of Bird Key Subdivision of Sarasota, Florida.
- C. To require the deed restrictions and zoning ordinances in Bird Key Subdivision are duly enforced.
- D. To make available to the members of the corporation facilities for the enjoyment of all properties herein mentioned, and to promote health, welfare, pleasure, recreation and entertainment.
- E. To acquire, hold, mortgage, lease, and sell, transfer or convey property, both real and personal, to any extent deemed advisable for maintaining and advancing the cultural, civic and non-divided objectives of the corporation, and to grant all rights and privileges to the members of said corporation pursuant to the statues made and provided, and all acts amendatory thereof.
- F. To assess against the property owners within Bird Key Subdivision maintenance fees for the preservation and maintenance of the properties, and to enforce payment thereof by litigation.
- G. Acting through its Board of Directors, its president and others officers, subject to the powers and restrictions of the Certificate of Incorporation and its Bylaws, to do all such acts as are

necessary or convenient to the attainment of the objects and purposes set forth, and the same extent and as fully as any natural person might or could do.

- H To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any acts necessary or expedient for carrying on any and all of the activities, and pursuing any and all of the objects and purposes set forth in this Certificate of Incorporation, and not prohibited by the laws of the State of Florida.
- I. To have offices and promote and carry on its objects and purposes within or without the State of Florida, in other states, the District of Columbia, the territories or colonies of the United States.
- J. In general, to have all powers conferred upon corporations by the laws of the State of Florida, except as prohibited herein, or by the Bylaws of this corporation or the laws of the State of Florida.

ARTICLE III

The membership of this corporation shall consist of not more than five hundred eleven (511) regular members, and such other classes of members, as the Bylaws shall from time to time provide. The rights and obligations of members shall be provided in the Certificate of Incorporation, the Bylaws, and by rules and regulations of the Board of Directors.

Applicants for membership and members shall comply with qualifications that may be prescribed in the Certificate of Incorporation, the Bylaws or by the Board of Directors.

A regular member must hold a freehold estate in one or more lots of Bird Key Subdivision according to the plat thereof recorded in the Public Records of Sarasota County, Florida, solely or with other persons or entities as joint tenants, tenants-in-common, or tenants by the entirety. If title to a lot in Bird Key Subdivision is vested in more than one person or entity, only one of such persons or entities shall be a regular member. All voting rights of the membership of the corporation shall be vested exclusively in the regular members. The number of votes of all regular members of the corporation shall not exceed five hundred eleven (511). An entity may be, but is not limited to, a corporation, trust, partnership or LLC.

On each matter coming before a membership meeting, each regular member may cast a number of votes equal to the number of entire Bird Key Subdivision lots, the title to which is held by such member. A regular member holding title to a fractional lot of Bird Key Subdivision, as platted, shall not be entitled to a fractional vote therefore.

Fifteen percent (15%) of the voting interests of all regular members present in person or by proxy shall constitute a quorum at any membership meeting.

Each regular member of the corporation shall receive a duly executed certificate evidencing such membership. Each certificate and the membership evidenced thereby shall be valid only when held by the member and registered on the books of the corporation in the name of the member.

The Certificate of Incorporation and the Bylaws as adopted, and as each may be from time to time thereafter amended, shall be an essential part of the contract between the corporation and the member, and each member shall be subject to all of the terms thereof.

A transfer of membership may be affected only by cancellation of the transferor's certificate and issuance of a new membership certificate to the transferee. A regular membership shall be terminated when the member no longer meets the requirements for membership set forth in this Certificate of Incorporation or as may be provided in the Bylaws. Upon termination, the membership shall be cancelled on the records of the corporation and thereafter the certificate evidencing the membership shall be null and void.

Assessments against regular or other members may be levied and collected by the Board of Directors as provided in the Bylaws of the corporation.

ARTICLE IV

This corporation shall have perpetual existence.

ARTICLE V

The names and addresses of the original subscribers hereto are the following:

John H. Weir	988 S. Federal Highway Boca Raton, Florida
A. T. Knight	988 S. Federal Highway Boca Raton, Florida
Fred Berger	314-316 John Ringling Boulevard Sarasota, Florida

ARTICLE VI

The officers of the corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as may be provided in the Bylaws. The offices of Secretary and Treasurer may be held by the same person. The President and Vice Presidents provided for in the Bylaws shall be elected by the Board of Directors from their number at the annual meeting, as provided in the Bylaws. At the same meeting, a Secretary-Treasurer, or a Secretary and Treasurer, and such other officers as the Bylaws may provide shall be elected. Only the President and Vice Presidents need be members of the Board of Directors or members of the corporation.

ARTICLE VII

The affairs of this corporation shall be managed by a Board of Directors which shall consist of not less than seven (7) nor more than eleven (11) members, the determination of which, and the method by which the directors are to be elected or appointed, shall be as provided in the Bylaws.

No person shall be appointed or elected to the Board immediately following the termination of a full term to which he or she was elected by the members.

ARTICLE VIII

The Bylaws of the corporation shall be made and adopted by the first Board of Directors of the corporation. The Bylaws may be amended or altered as provided in the Bylaws.

ARTICLE IX

These Articles of Incorporation may be amended by the first Board of Directors and thereafter by the membership of the corporation as provided in the Bylaws.

ARTICLE X

The real property of the corporation shall not be sold, mortgaged or encumbered except upon approval by a majority of the members present at a duly called membership meeting and also with the approval of the Board of Directors.

ARTICLE XI

The method and manner in which this corporation may obtain funds for operation shall be as provided in its Bylaws.

ARTICLE XII

This corporation is not for profit and shall have no authority to issue capital stock. Membership in the corporation shall be upon such terms and conditions as set forth herein and as may be provided in the Bylaws. No dividends shall be paid and no part of the income of the corporation shall be distributed to the members, directors or officers hereof, provided that upon dissolution or final liquidation, the corporation may make such distribution to its members as permitted by the court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

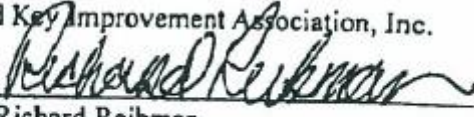
ARTICLE XIII

The corporation shall indemnify and hold harmless each member of the Board of Directors and the officers of the corporation for all damages, expenses, costs and attorney's fees sustained as a result of their respective actions on behalf of the corporation in the performance of their respective duties while holding office.

ARTICLE XIV

The current registered agent for the corporation is Argus property Management, whose address is 2477 Stickney Point Road, Sarasota, Florida 34231.

Bird Key Improvement Association, Inc.

By: 

Richard Reibman

President

State of Florida



Department of State

I certify the attached is a true and correct copy of the Restated Articles of Incorporation, filed on March 16, 2006, for BIRD KEY IMPROVEMENT ASSOCIATION INC, a Florida corporation, as shown by the records of this office.

The document number of this corporation is 700165.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-eighth day of March, 2006



CR2EO22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State

22

PREPARED BY and RETURN TO:
Roy E. Dean
Judd, Ulrich, Scarlett, Summote & Dean, P.A.
2940 S. Tamiami Trail
Sarasota, FL 34239

RECORDED IN OFFICIAL RECORDS
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2007 JAN 24 02:24 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
GBURCH Receipt#876328



CERTIFICATE
Bird Key Improvement Association, Inc.

Richard Reibman, as president of the Bird Key Improvement Association, Inc. (the "Association"), hereby certifies that attached hereto is the amended bylaws of the Association and certifies that the bylaws were duly amended in accordance with the provisions of the bylaws for amendment by the board of directors on September 21, 2006, effective as of December 15, 2006.

Dated this 22nd day of January, 2007.

Richard Reibman

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing was acknowledged and subscribed before me this 22nd day of January, 2007, by Richard Reibman, as president of Bird Key Improvement Association, Inc. [] who is personally known to me OR [x] has produced Florida Driver's License as identification.

Notary Public
Print Name: Carolyn C. Kinneer
My Commission Expires:



Exhibit "B"