

This instrument was prepared by
and should be returned to:
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801 N. Orange Ave., Suite 500
Orlando, Florida 32801

**FIRST AMENDMENT TO THE BYLAWS OF
FELLS COVE HOMEOWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO THE BYLAWS OF FELLS COVE HOMEOWNERS ASSOCIATION, INC. (“Amendment”) is made and approved by the Board of Directors of Fells Cove Homeowners Association, Inc. (“Association”).

WHEREAS, the Association is a not-for profit homeowners association operating pursuant to Chapter 720, Florida Statutes; and

WHEREAS, the Association is governed by, among other documents, those certain Bylaws of Fells Cove Homeowners Association, Inc. (the “Bylaws”); and

WHEREAS, pursuant to Article 11, Section 11.3 of the Bylaws, the Bylaws may be amended with the affirmative vote of a majority of the votes of the Directors present at a regular or special meeting of the Board of Directors; and

WHEREAS, a meeting of the Board of Directors was held on 10/14/19 at which a quorum of the Board was present and a majority of the Board of Directors affirmatively voted in favor of this Amendment.

WHEREAS, notice of the Board of Directors meeting was posted as set forth in Article 6, Section 6.4 of the Bylaws.

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

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made a part of this Amendment as if more fully set forth herein.
2. **Definitions.** Unless otherwise expressly set forth in this Amendment, capitalized terms appearing in this Amendment shall have the meanings ascribed to those terms by the Declaration of Covenants, Conditions and Restrictions for Fells Cove as recorded in the Public Records of Osceola County, Florida.
3. **Amendment.**

(a) Article 5, Section 5.6, 5.7, and 5.8, of the Bylaws are hereby amended with the following insertions and deletions:

Section 5.6. Number. The Board at all times shall consist of ~~not less than three (3) nor more than nine (9)~~ seven (7) Directors. After such a time as the Developer no longer is entitled to appoint a member of the Board pursuant to Section 5.4 above, the number of members may be increased from time to time to a maximum of nine (9) members; provided, however, the established number of Board members shall always be an odd number. In the event that the number of members of the Board of Directors is changed, such changes in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of Directors whose terms expire in any given year. All directorships shall expire during any given ~~three (3) year period.~~ At the Annual Meeting following the adoption of this amendment the number of Directors shall be seven (7).

Section 5.7. Term of Office. Except for the initial Board of Directors which may serve until such time allowed hereunder, the term of office of each Director shall be for staggered terms of three (3) years each, unless otherwise specifically stated herein. Each Director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death. At the first meeting of the Members held for purposes of conducting an election after adoption of this Amendment, there shall be seven (7) vacant seats on the Board of Directors. At this election, the three (3) individuals who receive the highest number votes finishing in first, second and third place in the election shall be seated to a term of three (3) years. The two (2) individuals who receive the next highest number of votes finishing in fourth and fifth place in the election shall be seated to a term of two (2) years. The two (2) individuals receiving the next highest number of votes finishing in sixth and seventh place in the election shall be seated to a term of one (1) year. Thereafter, all Directors shall serve for a term of three (3) years thus creating staggered terms in accordance with the visual depiction below. In the event that an election is not held due to a lack of quorum the Director whose seat was to be filled at such election shall holdover until the next scheduled election.

Seat	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Seat 1	Election A	A	A	Election D	D	D	Election G
Seat 2	Election A	A	A	Election D	D	D	Election G
Seat 3	Election A	A	A	Election D	D	D	Election G
Seat 4	Election A	A	Election C	C	C	Election F	F
Seat 5	Election A	A	Election C	C	C	Election F	F
Seat 6	Election A	Election B	B	B	Election E	E	E
Seat 7	Election A	Election B	B	B	Election E	E	E

Section 5.8. Removal. Any Director may be removed from the Board, with or without cause, by vote or agreement in writing by a majority of all votes of the membership. In the event of the death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Any

Director who fails to attend three (3) consecutive Board Meetings with notice provided as set forth in Section 6.3 or 6.4 of these Bylaws shall be deemed to have abandoned his/her Directorship and be deemed immediately removed from the Board. For purposes of this calculation, the three consecutive meetings cannot be scheduled sooner than thirty (30) calendar days apart. The remaining Board members shall select a replacement Director by an affirmative vote of a majority of the remaining Board members and shall serve for the unexpired term of his/her predecessor.

(b) Article 6, Section 6.3, and 6.4, of the Bylaws are hereby amended with the following insertions and deletions:

Section 6.3 Special Meetings. Special meetings of the Directors may be called by ~~the Chairman of the Board,~~ by the President of the Association, or by any two (2) Directors upon giving notice to the Members as set forth in Section 6.4. ~~Additionally, not less than two (2) days' notice of the special meeting shall be given to each Director personally by first class mail, telegram, or cablegram which notices shall state the time, place and purpose of the meeting.~~

Section 6.4 Notice of Board Meetings Members. Notice of all regular or special Board meetings shall be provided as follows:

To Directors: Written notice must be provided via first class mail or electronically at least forty-eight (48) hours in advance of the meeting.

To the Membership: Written notice must be posted in a conspicuous place on Association Property at least forty-eight (48) hours in advance of any such meeting, except in an emergency unless otherwise required by law.

~~may be posted in a conspicuous place on the Property at least seventy two (72) hours in advance of any such meeting, except in an emergency. In the alternative, notice may be mailed or delivered to each Member at least seven (7) days prior to the meeting, except in an emergency. Notwithstanding the foregoing, in the event the Association has 100 or more Members, the notice requirement for Board meetings may be satisfied by either publishing said notice in a newspaper widely circulated in the community where the Property is located or by providing each Member with a schedule of Board meetings on an annual basis. The notice of any Board meeting at which an assessment will be levied must include a statement that an assessment will be considered and the nature of the assessment. The notice requirements set forth in this section also apply to meetings of any committee or similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to any Lot.~~

4. Construction. To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Bylaws, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Bylaws shall remain in full force and effect and unchanged in any manner.

5. Headings. The paragraph headings have been inserted for convenience and reference only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

6. Severability. Invalidation of any of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing has been adopted by the Board of Directors in accordance with the Declaration and Bylaws.

Witnesses: Association:
Signature: Jacqueline T. Overton Sign: RWS
Print Name: Jacqueline T. Overton Print: RONDELL SIMPSON
as President of Fells Cove Homeowners Association, Inc.

Signature: Laura J Overton
Print Name: LAURA J OVERTON

STATE OF FLORIDA)
COUNTY OF OSCEOLA Orange)

The foregoing instrument was acknowledged before me this 9th day of November 2019, by Rondell Simpson as the President of Fells Cove Homeowners Association, Inc., who is personally known to me or who produced a Driver's License as identification.

DJG
Notary Public
My Commission Expires: SEP 23 2022



Witnesses:

Signature: [Signature]

Print Name: LAUREA J OVERTON

Signature: [Signature]

Print Name: RONDELL SIMPSON

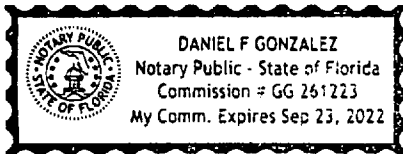
Association:

Sign: [Signature]

Print: Jacqueline T. OVERTON
as Secretary of Fells Cover Homeowners
Association, Inc.

STATE OF FLORIDA)
COUNTY OF ~~OSCEOLA~~ Orange)

The foregoing instrument was acknowledged before me this 9th day of November 2019, by Jacqueline Overton as the Secretary of Fells Cover Homeowners Association, Inc., who is personally known to me or who produced a Driver's License as identification.



[Signature]
Notary Public
My Commission Expires: Sep 23 2022